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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THERE IS a very singular provision in clause 24 of the London Government Bill now before Parliament. It is proposed that "the council of any metropolitan borough may appear *before any court or in any legal proceedings* by the town clerk, *or by any officer or member authorized generally or in respect of any special proceeding by resolution of the council*, and the town clerk, *or any officer or member so authorized, may institute and carry on and conduct any proceeding* which the borough council are authorized to institute or carry on." Surely the Incorporated Law Society will have something to say as to the appearance before the High Court, Court of Appeal, or House of Lords, of a lay councillor of a London borough council to represent his body in any legal proceedings, and to institute and carry on such proceedings.

THE RESOLUTION which was passed unanimously by the meeting of the Incorporated Law Society last week, at the instance of Mr. MUNTON, contains the germ of a useful reform in county court practice. The proposal is that arrangements should be made for the issue of all Metropolitan county court process at the Central Office of the High Court, as well as at the county courts. The convenience of such an arrangement to solicitors is obvious, and there does not seem to be any sufficient reason why it should not be carried into effect. At all events, it is to be hoped that the authorities will make a serious effort to see whether the reform cannot be accomplished. Some years ago it was rumoured that, owing to the large and increasing number of remitted actions disposed of in the Metropolitan county courts, arrangements would be made for their trial either at or near the Law Courts. Nothing, however, has yet been accomplished in this direction, and probably nothing will ever be done unless strong pressure is exercised by public and professional opinion.

IN THE CASE of *Reg.* v. *Glamorganshire County Council*, on Tuesday last, a Divisional Court (DARLING and CHANNELL, JJ.) decided that county funds are not chargeable with expenses incurred by magistrates in providing for the maintenance and accommodation of soldiers called in in aid of the civil power in times of apprehended riot or disturbance. This decision, it is needless to state, is one of great public interest and far-reaching importance; but in view of the fact that the case will probably go further, it is not at present proposed to discuss it at large. It may be worthy of note, however, that in a very analogous

case—that of the Lancashire Riots (reported only in the *Times* of the 21st of February, 1879)—Lord Chief Justice COCKBURN and Mr. Justice MELLOR rejected the argument which was successful in the *Glamorganshire case* — viz., that the soldiers were acting in such circumstances as a military force, and that the Secretary of State was liable for their maintenance and accommodation—and adopted the broader, and, as it seems to us, more equitable, principle that, as the expenses were incurred in order to protect life and property in the county, and as the ratepayers were most interested in the preservation of order, there was no hardship in imposing such an expense upon them. They, therefore, granted the writ of *mandamus* in order that the question might be taken to the House of Lords. However, the county treasurer submitted to their order, and the case went no further. The *Lancashire case* was not cited in the recent *Glamorganshire case*. Possibly both sides thought it might be used against them, but the principle laid down seems to be distinctly in favour of the prosecutors in that case, and, indeed, it formed the real basis of their argument.

ONE OF THE remarks made by the United States Ambassador at the dinner of the Hardwicke Society on Monday is an interesting reminder of the different views prevailing in different countries as to the proper incidence of the costs of litigation. In the United States, says Mr. CHOATE, substantial justice is within the reach of every man and it is cheap. Men are encouraged to defend and maintain their rights in the courts and "the extraordinary system prevailing in this country of making the losing party pay the expenses of the successful is unknown." Here the current of opinion is all the other way. Already the winning party recovers the greater part of his costs from his opponent, and we grumble because he cannot recover the whole and so obtain complete indemnity. But even under a nominal system of indemnity there would have to be restrictions, and no taxing-master could be instructed to allow the fancy fees which might have been paid for specially-selected legal aid. In America the principle of this restriction comes in at an earlier stage—so early, indeed, as to make party and party costs a matter of insignificance. The lawyer's fees are assumed to vary so much with the character and distinction of the lawyer employed that it would, it is judicially held, be dangerous to impose them on the losing party. Consequently they are not brought into the account for taxation, and the only costs which are left to follow the result of the action are court costs and the fees of court officials. These amount, of course, to a very small part of the entire expense. This system seems to encourage rather than check litigation. In America, according to Mr. CHOATE, there is plenty of it, and the result is not surprising. One of the great deterrents of litigation is the double set of costs which failure brings. Remove one of these and people will naturally go to law with lighter hearts. But with all the possibilities of increased business in the courts we shall hardly take this retrograde step.

DURING THE closing stage of the Land Transfer Bill, in the House of Commons in 1897, a pledge was given by the Attorney-General, which was re-stated by Sir H. H. FOWLER and assented to by Mr. BALFOUR, as leader of the House, that, in the first instance, one county should be selected for trial of the compulsory provisions, and that, assuming an order was made in relation to such county, "no further order is to be made under the Act for three years" (see 41 SOLICITORS' JOURNAL 692). This was universally accepted as meaning that the experiment was to be tried in one county for three years, and that compulsory registration was not to be further applied until after the expiration of that term, and was only then to be applied on the application of county councils. The Small Houses (Acquisition of Ownership) Bill, however, which has recently been introduced in the House of Commons, and which bears the names of Mr. CHAMBERLAIN and the Attorney-General, provides, by clause 7 (1), that "Where a local authority make any advance under this Act they shall cause the ownership (including any interest held by the proprietor on his purchase of the ownership) in respect of which the advance is made *to be registered under the Land Transfer Acts, 1875 and* 1897, and shall pay the cost of such registration out of the advance." This provision will apply to every part of England and Wales, and it appears to be direct violation of the spirit, if not of the letter, of the undertaking on which the Land Transfer Act, 1897, was allowed to pass into law. The Leeds Law Society have already taken up the matter, and the committee have passed a resolution, "that this committee views the inclusion of clause 7 of the Small Houses (Acquisition of Ownership) Bill as a breach of the undertaking given by the Government on the occasion of the passing of the Land Transfer Act, 1897, and in direct violation of section 20 of that Act, and that the president and secretary be requested to take such steps as they think proper with a view of obtaining combined action on the part of the Provincial Law Societies to prevent such clause becoming law."

A PERSON who attends an auction and becomes the highest bidder for property under conditions which provide that the highest bidder shall be the purchaser may reasonably suppose that he has a legal remedy if the property is ultimately withheld from him. But he must be ready on his part to carry out the condition requiring payment of a deposit, and immediately after the sale he must be prepared to hand to the auctioneer the amount specified. The first part of this statement is supported by *Warlow* v. *Harrison* (1 E. & E. 295), and the latter has just been illustrated by the interesting decision of COZENS-HARDY, J., in *Johnston* v. *Boyes*. In *Warlow* v. *Harrison*, at a sale advertised as without reserve, the owner of the property attended and outbid the highest *bonâ fide* bidder; in other words, the property was bought in. It was held by the Exchequer Chamber that the auctioneer, who had undertaken to sell without reserve, was liable for not doing so, and that if his authority had during the sale been revoked by the owner, he would be entitled to be indemnified by the owner against any liability he had incurred. In the present case the question in dispute arose at a later stage in the proceedings. The plaintiff had admittedly been the highest bidder for property, and immediately after the sale he tendered his cheque for £490 in payment of the deposit. Undoubtedly on such occasions it is usual to accept payment by cheque, but there seems to be no rule of law making such acceptance obligatory on the vendor or the auctioneer, and it is clear that any such rule would be unreasonable. Under the conditions the auctioneer is entitled to money, and a cheque is not equivalent to money if the credit of the drawer is open to suspicion. In this case the purchaser was known to one of the vendors who was present at the sale as a person who had recently stated in county court proceedings that he was entirely without means, and the auctioneer was instructed to refuse the cheque and resell. The resale was made at an advance of £50. It appeared that the first purchaser was really buying on behalf of his wife, who had property, and who would have provided funds to meet the cheque on presentment next day. But even with this understanding the vendor refused the cheque, and COZENS-HARDY, J., held that he was justified. The condition requires immediate payment, and it is not complied with by the tender of a cheque which is not to be honoured till the following day. It would of course put an end to the ordinary business of auction sales if bidders were always compelled to come provided with the cash they might happen to require, but the taking of a cheque is simply an arrangement for convenience, and the vendor—or the auctioneer or his agent—must retain the liberty to refuse on occasion to accept payment in this way. Having regard, however, to the common practice of paying by cheque, the auctioneer would probably be bound to give a sufficient reason for departing from it.

THE MONEY Lending Bill underwent some important amendments this week in Committee of the House of Lords. These amendments seem to meet a good many of the very reasonable objections which were taken to the Bill as it first stood. In the first place, it is made clear that the mere fact that a high rate of interest is charged for a loan is not sufficient to give a court jurisdiction to re-open the transaction. Before a transaction

can be re-opened, it is now proposed that the court must be satisfied that either the interest agreed to be paid, or the amount of the other charges in relation to the loan, is excessive, *and also* that by reason of such excess the transaction is harsh and unconscionable. If this becomes law, the power given to judges will, no doubt, be great; but it would be much too great, and would lead to inequalities and uncertainties in the administration of justice, if a judge could set aside an agreement merely because what he considered an excessive rate of interest was charged, where no unfair advantage had been taken of the borrower. It was originally proposed that anything over 10 per cent. might be considered an excessive rate of interest. It was pointed out, however, that pawnbrokers can charge more than this; and it does not seem just to put a money-lender who lends small sums without security on a worse footing as regards interest than the pawnbroker who takes what is generally ample security. The Bill is therefore now amended in a way which brings it into harmony with the Pawnbrokers Act, 1872, by allowing interest to be charged at the rate of 25 per cent. on loans not exceeding 40s., of 20 per cent. on loans exceeding 40s. and not exceeding £10, and of 15 per cent. on loans of over £10. Interest above these rates is to be considered excessive, but that is immaterial if there is nothing harsh or unconscionable in the agreement. All registered societies under the Friendly Societies Act, and all licensed pawnbrokers, are to be exempted from the operation of the Act. This seems only reasonable, as they are already regulated by most stringent statutory provisions, and it would be hardly fair to burden them with fresh restrictions. Bankers and insurance businesses are also exempted, as is also "any business not having for its primary object the lending of money." These last words will, no doubt, if they become law, often trouble courts of justice. It will clearly be a question of fact in each case what is the "primary" object of a business; but it is not at all unlikely that the exemption may lead to evasions of the Act, and enable persons, under cover of some other business, to practise many of the abuses which it is desired to abolish. As the Bill was drawn, it was proposed that the contract of loan of any unregistered money-lender should be void. This is now altered, and failure to register is to be an offence punishable summarily by a penalty.

THE *bonâ fide* traveller has again this week been occupying the attention of the High Court judges, in the case of *Williams* v. *McDonald*. The appellant had been convicted, under section 25 of the Licensing Act, 1872, of falsely representing himself to be a traveller and thereby obtaining intoxicating liquor during hours when the licensed premises were required to be closed. It appeared that he lived within three miles of a railway station, and on the Sunday in question he walked to the station and took a ticket to the next station, which was only two miles distant. He then had a glass of beer at the refreshment-room bar, and while drinking it, a police officer asked to see his ticket and took his name. Subsequently a train came in and he departed by it to the next station. Whether or not he would have gone by the train if the officer had not interfered, the magistrates did not decide, but they found that he was not a *bonâ fide* traveller, and convicted him. Now it would appear that a *bonâ fide* traveller is one who travels for some purpose other than the sole purpose of getting drink. If he travels merely to get drink, although he travels over three miles, it was held in *Penn* v. *Alexander* (41 W. R. 392; 1893, 1 Q. B. 522) that he is not a *bonâ fide* traveller, and is not entitled to be served with liquor during prohibited hours. By section 10 of the Act of 1874, however, it is enacted that nothing "shall preclude the sale at any time, at a railway station, of intoxicating liquors to persons arriving at or departing from such station by railroad." Here the word "traveller" does not occur, and there is no mention of *bona fides*. It appears, therefore, that for the purposes of the Licensing Acts "a person arriving at or departing from a railway station by railroad" is not a "traveller," and that he may be served with liquor at the railway station at any time irrespective of any question of *bona fides*. The appellant, therefore, succeeded in his appeal, and the court quashed his conviction. If, therefore, a man lives ten yards from a railway station which has a bar, and there is another station a mile away, he can get liquor during prohibited hours by taking a penny ticket to the next station, provided he actually goes by train to the next station. On the other hand, he may walk over three miles, but he is not entitled to be served if he took the walk for the express purpose of getting the liquor. This seems very absurd, but it does not appear possible to construe the Acts in any other way. If the magistrates had found that the appellant, when he bought the ticket, had not intended to go by the train, and that he only went by it because the officer had asked to see his ticket, it was intimated by CHANNELL, J., that they would have probably been right in convicting. This, however, does not affect the conclusion that a person who travels a mile by rail for the purpose of getting liquor is entitled to be served, while if he walks six for the same purpose he is not so entitled.

THE CASE of *Coote* v. *Ford* (*ante*, p. 438) is of interest as being the first decision as to the effect of an acceptance by a plaintiff of money paid into court by a defendant with a denial of liability under R. S. C. ord. 22, r. 1. The action in question was for trespass in killing game and rabbits on land which formed part of the waste of a manor. The defendants pleaded a right to kill rabbits in copyholders of the manor and their tenants, and each of them paid one shilling into court in satisfaction of all matters complained of, at the same time denying liability. Two of the defendants counterclaimed for a declaration that the copyholders and their tenants were entitled to the rights pleaded in the defence. The plaintiff accepted the money paid into court, and then moved to strike out the counterclaim. The motion was based on the ground that the payment into court by the defendants amounted to an admission that the plaintiffs had a good cause of action, inasmuch as the money was paid in in respect of all claims; the counterclaim, therefore, reopened a matter which had been disposed of on the claim, and was consequently *res judicata*. STIRLING, J., however, pointed out that the language of rule 6 (*a*) of order 22, which governed the case, was very different from that of rule 1, which provides that money paid into court by way of satisfaction shall be taken as an admission of liability. Rule 6 (*a*), on the other hand, simply says that on acceptance by the plaintiff of money paid into court in satisfaction of a claim or cause of action, all further proceedings in respect of such claim or cause of action shall be stayed. The learned judge thought that this rule was intended to prevent payment in by a defendant with denial of liability having the effect of an adjudication by the court on the matters in respect of which the liability was denied. It would certainly seem that this view is correct. The plaintiff's contention really amounted to this, that payment into court with a denial of liability only enables the defendant to keep open all defences and avail himself of them if the plaintiff chooses to prosecute the action; but if the plaintiff accepts the sum and all proceedings are stayed, the defendant must be taken to have admitted the plaintiff's title as effectually as if it had been established in the action. An acceptance, therefore, of money paid in with a denial of liability puts the plaintiff into as good a position as if the money had been paid in without any denial of liability. In the absence of any express provision in the rules that on acceptance by a plaintiff of money paid into court the defendant should be taken to admit the claim in respect of which the payment was made, it is difficult to see how this contention could be sustained. It should, however, be noted that the plaintiff laid stress on the fact that the defendants had pleaded the payment in respect of all claims; and that, therefore, his whole cause of action was stayed on his acceptance. The answer to this would seem to be that the payment in was only in respect of all claims arising on the particular act of trespass complained of, but that the right of the plaintiff to sue was denied, and that if he wished to enforce his alleged right he must proceed with his action, while the defendants on their side could go on with their counterclaim in order to establish the rights which they alleged. This view was taken by the learned judge, who also stated his opinion that if the payment were to be taken as an admission of any liability, it was only an admission that the right pleaded in some way failed to entirely protect the defendants. He pointed out,

however, that the pleading of the defendants was vague, and expressed his opinion that it ought to be amended by limiting its operation to the claim for damages. From this it would seem that where payment into court is pleaded but liability is denied, it is desirable to specify the particular claim in satisfaction of which the payment is made.

Two cases of interest were decided by the Court of Appeal under the Workmen's Compensation Act, 1897, last week. The question which arose in *Jones* v. *The Ocean Coal Co.* was of considerable importance, having regard to the prevalence of strikes and lock-outs. The appellant was injured by an accident which occurred on the 3rd of October, 1898, in the course of his employment by the respondent company; his right to compensation under the Act was undisputed, but a difficulty arose as to the mode of calculating the amount of the weekly payment to be made to him during his incapacity for work. The first schedule to the Act provides that the weekly payment to be made by way of compensation to an injured workman is not to exceed "fifty per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed, but if not, then for any less period during which he has been in the employment of the same employer." The appellant began to be employed by the respondents before October, 1897. On the 31st of March, 1898, his employment was terminated in consequence of the South Wales coal strike, which lasted from the 1st of April to the 5th of September in that year. On the 12th of September, 1898 (about three weeks before the accident), the appellant resumed his employment with the respondents, but under a new contract containing different terms as to his remuneration. The judge of the Merthyr Tydvil County Court added the period from the 3rd of October, 1897, to the 31st of March, 1898, to the three weeks from the 12th of September to the 3rd of October, 1898, and arrived at the amount of the weekly payment on the basis of the average weekly earnings during those combined periods. The appellant contended that only the three weeks before the accident should be considered in arriving at the average, and this view was adopted by the Court of Appeal, with the result that the amount of the weekly payment was nearly doubled. The decision of the county court judge appears to have rested upon the consideration that the whole of the two periods taken by him were included within the twelve months before the accident, but it ignored the fact that those two periods were separated by a considerable interval during which the employment did not exist. The words in the schedule to the Act "if he has been so long employed" distinctly point to a continuous employment, and here the continuous employment immediately preceding the accident lasted for the three weeks only. The decision of the Court of Appeal is in no way inconsistent with their decision in *Keast* v. *Barrow Haematite Steel Co.* (15 Times L. R. 141), where it was held that an employment was not broken by the workman taking a short holiday.

In *Chambers* v. *Whitehaven Harbour Commissioners* (also decided last week), the Court of Appeal held that the expression "engineering work," as used in section 7 of the Workmen's Compensation Act, denotes locality and not merely the nature of an operation. It will be remembered that the application of the Act is limited by that section to certain employments, including "employment on, in, or about engineering work," and the latter expression is defined by section 7 (2) to mean "any work of construction or alteration or repair of a railroad, harbour, dock," &c. The workman, in respect of whose death compensation was claimed in *Chambers* v. *Whitehaven Harbour Commissioners*, was engaged in the work of dredging the harbour, and in the course of his employment proceeded in a vessel to sea to a distance of about a mile and a-half from land for the purpose of emptying the spoil which had been dredged up. In carrying out this operation he was drowned. No doubt the whole operation of dredging, carrying to sea, and emptying was necessary for, and a part of the engineering work of deepening the harbour, if the words "engineering work" are to be considered as denoting an operation and not a locality. In arriving at the opposite conclusion, the court were influenced by the juxtaposition of the words in section 7 (1), which describe the employments to which the Act is to apply: these words are "on, in, or about a railway, factory, mine, quarry, or engineering work"; it is clear, therefore, that if the latter expression is not to be taken as pointing to the locality of the employment, it is found in strange company. On the other hand, the use of the plural "works" would have been more appropriate if the intention was to denote locality. "Engineering work" does not in ordinary parlance denote a place. The Court of Appeal, however, have laid it down that if employment on an engineering work is relied on by a claimant, it must be shown that the workman was at the time of the accident "on or in or about the main locality of the engineering work." In the present case it may be presumed that that main locality was the harbour itself, and that if the deceased had met his death there the claim for compensation would have been well founded.

MORTGAGES OF REGISTERED LEASEHOLD LAND.

The Land Transfer Acts, 1875 and 1897, and the rules thereunder, appear to have left the question of the creation of mortgages of registered leasehold land in an unsatisfactory condition. Before the recent Act the registration of leasehold land was regulated by sections 11-16 of the Act of 1875, but the Act of 1897, by section 22 (6), gave the rule-making authority power to vary these provisions, and also to apply compulsory registration to the grant of leases and dealings with leasehold land, subject only to the restriction of section 24 (1) that there should be no compulsion in the case of a lease having less than forty years to run or two lives yet to fall in. Now, under section 11 leasehold land may be registered when it is held "under a lease for a life or lives, or determinable on a life or lives, or for a term of years of which more than twenty-one are unexpired"; but, having regard to the above restriction, it was impossible to make registration of leaseholds compulsory to the full extent to which it is permissible, and rule 59, following the terms of the restriction, applies compulsion only in the case of "an assignment on sale of a lease or underlease, having at least forty years to run or two lives yet to fall in, and a grant of a lease or underlease for a term of forty years or more, or for two or more lives." It may further be noticed that, apart from section 11, the sections of the Act of 1875 dealing with the registration of leasehold land are in the main repealed by the rules, and their place taken by rules 43 to 56.

When leasehold land is, under the above regulations, placed upon the register the question next arises how a mortgage of it can be effectively created. To answer this we naturally turn in the first place to section 22 of the Act of 1875, which provides that "every registered proprietor of any freehold or leasehold land may, in the prescribed manner, charge such land with the payment at an appointed time of any principal sum of money, either with or without interest, and with or without a power of sale to be exercised at or after a time appointed." Under rule 106 a charge on registered land is to be made by an instrument in accordance with form 39, and on reference to the form it will be seen that it simply creates a charge on the land without purporting to pass the legal estate, though since it is under seal, and since section 9 (2) of the Act of 1897 applies to registered charges section 19 of the Conveyancing Act, 1881, the charge carries with it a power of sale.

A charge upon registered land with a power of sale having thus been created and registered, the further incidents of it are to be gathered from the sections of the Act of 1875 following section 22 and from rule 110. Under section 24 there is implied, unless expressly excluded by the form of charge (see rule 106 and form 39), a covenant on the part of the registered proprietor of the leasehold land with the registered proprietor of the charge that he will pay, perform, and observe the rent, covenants, and conditions of the lease and will keep the proprietor of the charge indemnified. Under section 25 the proprietor of the charge may enter into possession; under section 26 he may "enforce a foreclosure or sale of the land charged, in the same manner and under the same circumstances in and under which

he might enforce the same if the land had been transferred to him by way of mortgage." In the event of foreclosure, under rule 110, the proprietor of the charge will be entered on the register as proprietor of the land. With reference to the exercise of a power of sale, section 27 provides that the registered proprietor of the charge may "at any time after the expiration of the appointed time sell and transfer the land on which he has a registered charge, or any part thereof, in the same manner as if he were the registered proprietor of the land." In this case the provisions of section 39 apply, and, unless expressly negatived in the instrument of transfer (see rule 91), there is an implied covenant on the part of the transferor that the rent and covenants have been paid and performed up to date, and on the part of the transferee for indemnity against the rent and covenants in the future. Upon a transfer by a mortgagee the first of these covenants would be excluded.

The above review of the provisions relating to the creation and registration of charges shews that a chargee of registered leasehold land obtains a perfectly satisfactory security, subject only to the question whether, by virtue of the charge, he gets the legal estate vested in himself, and upon this point no sufficiently certain indication is given. The form of mortgage suggests that the legal estate does not pass; it is simply a charge, and not a conveyance. But the real test of whether the legal estate is in the mortgagee arises when he comes to foreclose. If he is legal mortgagee he requires nothing but the extinction of the equity of redemption; he then has the clear fee vested in himself. If, on the other hand, he is only equitable mortgagee, he requires, further, a conveyance from the mortgagor of the legal estate. This conveyance, however, appears to be omitted from the scheme of the Acts and the rules, and it cannot be stated with certainty how the omission is to be supplied. If the legal estate is already in the mortgagee by virtue of the charge, then no conveyance is required, and the difficulty disappears. This view is to some extent helped by the covenant on the part of the mortgagor implied under section 24 of the Act of 1875 for indemnifying the mortgagee against the rent and covenants of the lease. It seems to be assumed that the mortgagee became liable in some way to pay the rent and perform the covenants. As already pointed out, however, the form of the charge gives no hint that the legal estate is intended to pass, and it may be that the necessary conveyance upon foreclosure is implied by virtue of section 26, under which the mortgagee enforces his remedy by foreclosure in the same way *as if the land had been transferred to him by way of mortgage*. It is possible that in consequence of these words the legal estate is to be deemed to be in the mortgagee upon foreclosure, just as if the mortgage had been originally made as a conveyance. This construction justifies the practice established by rule 110, under which the mortgagee who has foreclosed can forthwith obtain registration as registered proprietor of the land.

But while upon the whole it would seem that the legal estate in leasehold land does not pass to the mortgagee under a registered charge, this state of uncertainty is unsatisfactory to a mortgagee. Under modern conveyancing practice he has been able to obtain the advantages of the legal estate without incurring direct liability on the contract contained in the lease by taking a sub-demise of the leaseholds, and this is a procedure to which the practitioner would still naturally turn. But here he is met by the amendment of section 11 of the Act of 1875 contained in the first schedule to the Act of 1897: "A sub-lease shall, and a term created for mortgage purposes shall not, be deemed a lease within the meaning of this section." Thus, the same words that offer to an underlease the chance of registration refuse it to the underlease created by way of mortgage; in other words, a mortgage of leaseholds made in the ordinary form by way of sub-demise is incapable of registration, and it is understood that the officials of the Land Registry Office act upon this view, and decline to register underleases created in this manner. It has been suggested (Brickdale and Sheldon on the Land Transfer Acts, p. 96) that terms created by way of mortgage can be protected under section 50 of the Act of 1875, which enables a lessee, where the term exceeds twenty-one years, to enter notice of it on the register, but, assuming such a course to be possible in respect of original terms, the section does not seem to apply to underleases.

A mortgagee by sub-demise would therefore have to resort to a caution or inhibition, or he must require the mortgagor to place a restriction on dealing with the land. But a caution is no absolute protection to the mortgagee; it only insures that he shall have notice of intended dealings with the land, and further proceedings must then be taken to make his mortgage effectual. An inhibition, on the other hand, seems to be too formidable a piece of machinery to suit the case. Although it may be granted by the registrar, it is in the nature of an application to the court, and it prevents, during its currency, all dealings with the registered land. The most feasible course appears to be for the mortgagee to take his mortgage, as hitherto, by sub-demise, and at the same time require the mortgagor to register a restriction under section 58 of the Act of 1875 against any transfer or charge of the land without the consent of the mortgagee. It seems that the mortgagor would be entitled as of course to place such a restriction on the register, the section, as amended by the schedule to the Act of 1897, providing that, where the registered proprietor of land is desirous to place restrictions on transferring or charging it, he may apply to the registrar to make an entry that no transfer shall be made or charge created (*inter alia*) unless the consent of a named person is given. The use of such an entry in the case of a charge is favoured by form 7 in the schedule to the rules, where the restriction requires the consent of the mortgagee of the interest of a tenant for life. At the same time it is to be noticed that the mortgagor would be prevented from making a second mortgage save with the consent of the first mortgagee, and this way of carrying out the transaction must simply be regarded as a suggestion. Possibly the desired result could be attained by requiring the deposit of the land certificate, the mortgage being still taken in the ordinary way by sub-demise, but under both plans there might be a difficulty in exercising the power of sale so as to place the purchaser on the register.

What is really required in an authoritative declaration that the morgagee of leaseholds under an ordinary registered charge does not by such charge become the legal assignee of the term so as to be liable on the covenants in the lease.

JURISDICTION BY CONSENT IN THE COUNTY COURT.

In a recent case (*Watson* v. *Petts* (*No.* 2), 1899, 1 Q. B. 430) the question arose as to whether a defendant can, by consent, give a county court judge jurisdiction in a matter not within his ordinary jurisdiction, and what conduct of the defendant will amount to such a consent.

The short facts of the case were that, in answer to an action for trespass, the defendant set up a claim to a right of way, and the matter proceeded to trial, at which judgment was reserved. Before judgment was given, the defendant obtained leave to re-open the case on fresh evidence, the judge warning him that he might have to pay the additional costs whatever the result. Subsequently the plaintiff obtained a commission to examine certain witnesses. On the further hearing the defendant proved that the value and rent of the lands exceeded £50, and objected to the jurisdiction. The judge allowed the objection, but ordered the defendant to pay the plaintiff's costs of the application to reopen the case, of the commission, and of that day's proceedings. The defendant applied for a prohibition, on the ground that the judge had no jurisdiction to order him to pay costs. On appeal to the Divisional Court from chambers, both Darling, J., and Channell, J., held that, apart from the question of consent, there was jurisdiction to make the order under section 114 of the County Courts Act, 1888. But on the point as to whether the defendant had *consented* to the judge having jurisdiction, there was some divergence of view. Darling, J., thought that the defendant by his conduct had so consented. Channell, J., while recognizing the general rule that a total want of jurisdiction cannot be cured by consent, said that that rule did not apply to the county court, in which consent may in certain cases confer jurisdiction, but that there was no rule as

to what conduct amounted to such consent. Therefore, although thinking that the defendant's conduct in this case practically amounted to such consent, he declined to decide the case on that ground.

Now, it is submitted there is really no doubt as to the cases in which parties can by consent give jurisdiction to a county court judge, and that the true view to take is that the general rules as to conferring jurisdiction by consent apply to county courts as they do to any other courts, but that the Legislature has established in the county court certain definite exceptions to those general rules under the provisions of the County Courts Act, 1888.

There are two well-established rules as to the power of a party to give the court jurisdiction by consent. The first is that a *partial* want of jurisdiction may be waived (*Moore* v. *Gamgee*, 1890, 25 Q. B. D. 244), or, as it is put in *Jones* v. *James* (1850, 19 L. J. Q. B. 257), if the jurisdiction is merely contingent—*i.e.*, depends upon compliance with some particular rule of practice—such as getting leave to commence an action in a special district, and the defendant does not object to non-compliance with such rule at the proper time, he will be deemed to have waived his right to object to the want of jurisdiction arising from such defect.

The second rule is that where there is a *total* want of jurisdiction—that is, where the court has no jurisdiction over the subject-matter of the action—consent cannot give jurisdiction (*Jones* v. *Owen*, 1849, 18 L. J. Q. B. 8); and, *whatever* steps in the matter the defendant may have taken, the moment the defect is discovered the judge has no power to proceed in the action, and prohibition will lie, although the defendant may have consented or acquiesced in the exercise of the jurisdiction by the inferior court: *Farquharson* v. *Morgan* (1894, 1 Q. B. 552). So prohibition was granted where the county court judge had actually referred a matter to arbitration (*Knowles* v. *Holden* 1855, 24 L. J. Ex. 223); and in another case even after execution: *Jones* v. *James*, *supra*.

Now, premising that, *primâ facie*, these two rules apply to county court actions, it is necessary to look at the County Courts Act, 1888, to see how far the Legislature has specially exempted county court actions from the operation of these rules. As regards the first rule, there are no special provisions under that Act restricting its operation in county court actions, so that, where the defect in jurisdiction is only *partial*, as previously explained, the objection may be waived by consent either express or implied by conduct. So in *Watson* v. *Petts*, if it had been a question of partial jurisdiction, it is clear that the defendant's conduct would have fully amounted to a consent which would have sufficed to cure the defect.

But as regards the second rule, the Act of 1888 has provided for two cases in which the parties may by consent, *given in a particular way*, waive even a total want of jurisdiction (*a*) in cases in which title to any corporeal or incorporeal heriditament, or to any toll, fair, market, or franchise comes in question, if *both parties at the hearing shall consent in any writing signed by them or their solicitors* to the judge having power to try the action (section 61); and (*b*) with respect to *all* actions assigned to the Queen's Bench Division of the High Court, *if both parties shall agree by a memorandum signed by them or their respective solicitors*, that the judge of *any* court named in the memorandum shall have power to try such action (section 64). These are the only two exceptions to the general rule, that consent cannot cure a total want of jurisdiction, to be found in the Act, and then consent is only operative if given in the way prescribed. The judgments, therefore, of DARLING, J., and CHANNELL, J., in *Watson* v. *Petts*, so far as they are based upon the ground that the defendant had by his *conduct* given the judge jurisdiction, cannot be sustained, since as title was in question in that case the want of jurisdiction was *total*, and consent could only have been given in writing according to the provisions of section 61 of the Act.

The only other provision in the County Courts Act, 1888, which refers to jurisdiction by consent is section 114, which provides that the judge shall order an action over which he has no jurisdiction to be struck out, *unless the parties consent to the court having jurisdiction*. But these words cannot be construed as giving the parties any further or wider powers to give jurisdiction by consent than are expressly given by sections 61 and 64, and also as including those cases in which, under the ordinary rule, a partial want of jurisdiction is waived by the consent of the defendant, either express or by conduct.

It is submitted, therefore, that CHANNELL, J.'s, *dictum*, that there is considerable doubt as to how far consent can give jurisdiction in a county court action, is hardly justified.

REVIEWS.

BOOKS RECEIVED.

Saunders' Law and Practice of Orders of Affiliation and Proceedings in Bastardy, with the Statutes, Forms, and Forms of Agreements, together with the Practice on Appeals to the Quarter Sessions and Special Cases. By R. M. STEPHENSON, LL.B. (Lond.) Barrister-at-Law. Tenth Edition. Horace Cox.

The Law of Employers' Liability and Workmen's Compensation. Second Edition. By THOMAS BEVEN, Barrister-at-Law. Waterlow Bros. & Layton (Limited.)

The Law Magazine and Review. A Quarterly Review of Jurisprudence. Being the combined Law Magazine founded in 1828 and the Law Review founded in 1844. May, 1899. William Clowes & Sons (Limited.)

CASES OF THE WEEK.

Court of Appeal.

JONES *v.* OCEAN COAL CO. (LIM.). No. 1. 29th April.

MASTER AND SERVANT—LIABILITY OF MASTER FOR ACCIDENT—AMOUNT OF COMPENSATION—AVERAGE WEEKLY EARNINGS—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), SCHEDULE 1, CLAUSE 1 (B).

Appeal from an award of the judge of the Merthyr Tydvil County Court upon proceedings to assess compensation under the Workmen's Compensation Act, 1897. The appellant, Thomas Jones, was in the employment of the respondents, the Ocean Coal Co. (Limited), on the date of the accident (the 3rd of October, 1898) by which he was injured, and the accident arose out of and in the course of his employment. The appellant had for some months prior to the 31st of March, 1898, including the month of October, 1897, worked under the respondents under an agreement dated the 1st of January, 1892. This agreement was terminated by six months' notice given by the men under a clause to that effect in the agreement, and the individual contracts between the employers and the workmen were terminated by notice given by the employers under another clause in the agreement, which notice expired on the 31st of March, 1898. The South Wales strike or lock-out then intervened, and lasted from the 1st of April, 1898, to the 5th of September, 1898. The appellant resumed employment with the respondents under a new contract on the 12th of September, 1898, containing different terms from the former contract. The county court judge took the time at the beginning of the twelve months preceding the 3rd of October, 1898, the date of the accident, during which the appellant was at work with the respondents, and the time at the end of the twelve months after the strike was over during which he was at work for them, and took the average weekly earnings during that period, and awarded compensation at 8s. 6d. a week. The appellant contended that the period of employment should be taken from the 12th of September to the 3rd of October, 1898, and upon that footing the compensation payable would be 15s. 9d. a week. By Schedule 1, clause 1, of the Workmen's Compensation Act, 1897, the amount of compensation shall be "(*b*) where total or partial incapacity for work results from the injury, a weekly payment during the incapacity after the second week not exceeding 50 per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed, but if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed one pound." *Keast* v. *Barrow Hematite Steel Co.* (15 Times L. R. 141), *Price* v. *Marsden & Sons* (47 W. R. 274, [1899] 1 Q. B. 493), were referred to.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the judge had found as a fact that the agreement of the 1st of January, 1892, was terminated by six months' notice given by the men under a clause to that effect in the agreement of the 1st of January, 1892, and the individual contracts between the employers and the workmen were terminated by notice given by the employers under another clause in the agreement, which notice expired on the 31st of March, 1898. In face of that finding they could not hold that there had been a continuous employment before and after the employment terminated. When the appellant went out on strike on the 1st of April, 1898, he need not have come back to the respondents' service, and might have obtained employment elsewhere. When he did come back on the 12th of September, 1898, he resumed employment with the respondents under a fresh contract containing fresh terms. Upon what basis was compensation to be assessed? The first part of clause 1 (*b*) of Schedule 1 spoke of the average weekly earnings during the previous twelve months, if the workman had been so long employed. In his judgment, that meant continuous employment during the twelve months preceding the accident.

The second branch of the clause spoke of any less period during which the workman had been in the employment of the same employer. That, in his judgment, also meant a continuous employment. The continuous employment in the present case, prior to the accident, was from the 12th of September to the 3rd of October, 1898, and the average weekly earnings must be based on that period. The award would therefore be amended by inserting 15s. 9d. instead of 8s. 6d.

VAUGHAN WILLIAMS, L.J., concurred.—In his opinion the employment must be continuous, whether for the twelve months or the less period. The employment need not be continuous without any break. The test was whether substantially the relation of master and servant existed during the whole period. If an employer were only able to give a workman three days work a week, it would still be true to say that the relation of master and servant existed during the whole period. Here the relation of master and servant had ceased to exist during the strike. Therefore the employment subsequent to the strike was the factor to be taken into consideration in ascertaining the average weekly earnings.

ROMER, L.J., concurred.—The employment must be a substantially consecutive or continuous employment. The schedule used the word "period" in the singular, and a former period of employment, which had been terminated, could not be added to a later period so as to ascertain the average weekly earnings. The word "substantially" was important. A break on account of the workman taking a holiday would not prevent the employment being substantially continuous. Nor would the mere inability to get continuous work from the employer through slackness of trade prevent the employment from being substantially continuous.—COUNSEL, *Cripps*, Q.C., and *W. D. Benson*; *Ruegg*, Q.C., and *Arthur Lewis*. SOLICITORS, *Riddell, Vaizey, & Smith*, for *Walter Morgan, Bruce, & Co.*, Pontypridd; *W. V. L. Simons*, Pontypridd.

[Reported by W. F. BARRY, Barrister-at-Law.]

CHAMBERS *v.* **WHITEHAVEN HARBOUR COMMISSIONERS.** No. 1. 29th April.

MASTER AND SERVANT—LIABILITY OF MASTER FOR ACCIDENT—EMPLOYMENT—"ON OR IN OR ABOUT ENGINEERING WORK"—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

This was an appeal from an award of the judge of the Whitehaven County Court upon proceedings to assess compensation under the Workmen's Compensation Act, 1897. The appellant, Ann Chambers, was the widow of a workman who was killed while in the employment of the respondents, the Whitehaven Harbour Commissioners. The respondents owned a steam dredger which was used for dredging the harbour, and some hoppers, into which the spoil which was dredged up was emptied, and the hoppers when filled were towed about a mile and a-half out to sea, and the spoil emptied out. Two of the labourers who were employed on the dredger went out in turn with the hoppers to sea. Upon the day in question the deceased went with another man out in a hopper, and when the hopper got a mile and a-half out the deceased knocked out the bolts which fastened the doors at the bottom of the hopper, and so opened the doors and let out the spoil. Just as he did so a sea struck the hopper, and the deceased fell into the well and was carried with the spoil into the sea and was drowned. The county court judge held that the deceased man was at the time of the accident employed as a seaman, and that therefore the Act did not apply. He was also of opinion that the deceased was not employed at the time of the accident "on or in or about an engineering work" within the meaning of section 7, sub-section 1, of the Act. He accordingly held that the appellant could not recover compensation. By section 7, sub-section 1, of the Workmen's Compensation Act, 1897, "the Act shall apply only to employment . . . on or in or about . . . engineering work." By sub-section 2 "engineering work means any work of construction or alteration or repair of a railroad, harbour, dock, canal, or sewer, and includes any other work for the construction, alteration, or repair of which machinery driven by steam, water, or other mechanical power is used."

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said that they did not affirm the decision upon the ground first stated by the county court judge—namely, that the deceased man was a seaman. The question was whether the deceased man was "on or in or about an engineering work" when he was killed, within the meaning of section 7. The words in sub-section 1 preceding "engineering work" implied locality. For some time he doubted whether the words "engineering work" pointed to locality, but he had come to the conclusion that they did, because the words of the definition in sub-section 2 all pointed to locality. Therefore, to come within the Act, the accident must happen on or in or about the main locality of the engineering work. There had been two cases dealing with the words "on or in or about." In *Powell* v. *Brown* (1899, 1 Q. B. 157) a workman employed by the owners of a factory was loading timber on to a cart in a street close to the factory entrance when he was injured. The county court judge held that the workman was "about" the factory at the time of the accident; and this court upheld him, saying that the word "about" meant in close propinquity to the factory. In *Lowth* v. *Ibbotson* (*ante*, p. 332) a carter in the employment of millers was injured when delivering sacks of flour a mile and a-half away from the factory. The county court judge held that the workman was not "about" the factory when he was injured, and this court upheld him. The deceased man in the present case was not killed "on or in or about" the engineering work which was being carried on in the steam dredger. His lordship gave no opinion upon any other question than that the accident did not happen "on or in or about" what had been assumed to be an engineering work.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred.—COUNSEL, *Shepherd Little*; *Ruegg*, Q.C., and *A. Powell*. SOLICITORS, *Helder, Roberts, & Co.*, for *E. Atter*, Whitehaven; *W. Hurd & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **ATKINSON. WALLER** *v.* **ATKINSON.** No. 2. 25th April.

MARRIED WOMAN—WILL OF WOMAN MARRIED BEFORE 1883—VALIDITY—ASSENT OF HUSBAND—EVIDENCE OF ASSENT—PROOF OF WILL IN GENERAL FORM, SINCE THE RULE OF MARCH, 1887—PRACTICE OF PROBATE DIVISION—CONSTRUCTION OF WILL.

This was an appeal from a decision of Stirling, J. (reported 42 SOLICITORS' JOURNAL 414, and 46 W. R. 439), who had held that under the present practice of the Probate Division of the High Court a husband did not by simply proving his wife's will in general form (no other form being now admissible) assent to the will as a disposition of property which the wife had no power to dispose of without his assent. By her will dated the 6th of May, 1880, Amelia Atkinson gave all the personal estate of which by virtue of any power or authority, or of any separate right of property or otherwise howsoever, she was competent to dispose, including her portion or fortune and other interest (if any) under the will of her late father, James Shaw Taylor, unto her husband, Joseph Beaumont Atkinson, for his own absolute use and benefit, subject, nevertheless, to the payment thereout of the pecuniary legacy thereinafter bequeathed by that her will, and also of any legacies bequeathed by her by any codicil to that her will, together with the expenses (but not including legacy duty) incident to the discharge of such legacies. The testatrix further bequeathed to Lavina Waller the sum of £10,000 in manner therein mentioned; but if the said Lavina Waller should die in the testatrix's lifetime, she gave the same legacy or sum of £10,000 to such person or persons as at the time of the testatrix's death would have been Lavina Waller's next-of-kin, and entitled to her personal estate under the statutes for the distribution of the personal estate of intestates, if she died immediately after the death of the testatrix. The testatrix appointed her husband the sole executor of her will. Mrs. Atkinson died in February, 1892, and her husband proved her will in general form in May of the same year. Her property other than that which she took under her father's will was of very small amount. At the time of Mrs. Atkinson's death proceedings with reference to the estate of her father, J. S. Taylor, was pending in the State of New York. J. S. Taylor was an Englishman, but had considerable property in the United States. One of his executors was resident in New York, and had instituted a suit there for the purpose of having the estate within the control of the New York court administered by that court. To that litigation the next-of-kin of Lavina Waller (who had died in the lifetime of the testatrix) and Mr Atkinson, were parties. It was finally decided, on appeal, that Mrs. Atkinson had no power of disposition over the property which she took under the will of J. S. Taylor, and could not dispose of it by will without the assent of her husband. The next-of-kin of Lavina Waller then took out an originating summons against Mr. Atkinson, asking for payment to the plaintiffs of the legacy of £10,000 bequeathed by the will of Mrs. Atkinson. The question before Stirling, J., was, Had Mr. Atkinson assented to the disposition contained in the will so as to bind himself? Stirling, J., decided that he had not so assented, and the next-of-kin of Lavina Waller appealed. In the Court of Appeal, at the request of the appellants, further evidence of assent by Mr. Atkinson was admitted; and the question whether, on the true construction of Mrs. Atkinson's will, it disposed of property which in the absence of disposition would have gone to Mr. Atkinson, was raised for the first time on the argument of the appeal.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., said: I do not think that when this case is thrashed out, as it has now been, there is really any difficulty in coming to a decision upon it. The practical question is whether the plaintiffs are entitled, under this will and in the events which have happened, to the legacy of £10,000. That is the real question. They place their title upon the provisions of the will of Mrs. Atkinson, and upon the assent of her husband after her death to the bequest which she had made. Now, Mrs. Atkinson, the testatrix, was in this position. She was married before 1882, and during her coverture she made a will. In my view that will was in the ordinary form of a will made by a married woman. A married woman in those days could not make a valid will of property, unless it was settled to her separate use, without the assent of her husband. The effect of that assent is discussed by Lord Selborne, L.C., in *Noble* v. *Willock* (21 W. R. 711, L. R. 8 Ch. 778, 789), where the Court of Appeal, and then the House of Lords, had to consider the effect of the Wills Act upon dispositions by married women. Lord Selborne says: "What is the doctrine of law as to the husband's assent? As I understand all the authorities and all the cases, it means neither more nor less than this, that, as to all the property of the wife of which the husband is purchaser, which, if reduced into possession during the marriage, becomes by law his, and which, if it remains not reduced into possession when the marriage is dissolved by the wife's death, becomes also by law his (subject, indeed, to the necessity of taking out administration to the wife); as to all this property, vested in him in his marital right, he may, if he pleases, waive his right, and so waive it as to give effect to a will made by his wife during the coverture in derogation of his marital right." As I understand the authorities, the husband is at liberty during the life of his wife to give her leave, or to license her, to make a will, and may nevertheless revoke that license; but if after her death he has really assented to the will he cannot revoke that assent. Before Stirling, J., this case was argued on the assent of the husband, and on the ground that he had proved the will, and that that amounted to an assent to the dispositions it contained. Under the old law I suppose that would have been an assent to the will. It would not, of course, have

affected the construction of it, but it would have been an assent to it. The question on the construction of this will does not appear to have been brought before Stirling, J., and the learned judge decided—in my opinion quite rightly decided, having regard to the alteration of the law as to proving of wills by husbands—that the mere fact of the husband proving the will does not amount to an assent to it. Formerly, proving the will did amount to an assent, because there were two steps in the probate, one as to what the wife could dispose of and had disposed of by will, and the other as to the rest of her property. Now there is only one step, and if the husband proves at all he must prove in the general form. That being the case, the inference which would at one time have been drawn from the fact of the husband proving can no longer be drawn; and so far as Stirling, J.'s, judgment is concerned, that concluded the matter. But in this court the case has been argued on further materials. We have admitted a very important letter of October, 1893, which, taken in connection with the other evidence to which our attention was called by Mr. Butcher, raises a strong inference that the husband did assent. I do not decide that he did, because we have not heard Mr. Jenkins, and have not given him an opportunity of explaining that letter. In my view it is unnecessary to explain it. As the case now stands I think I should incline to the view that the husband did assent; but, apart from the fact of obtaining probate, the evidence of assent before Stirling, J., was quite insufficient. On the evidence which is now before us, I should incline to the view that the husband assented to the will of his wife. But what is that will? It is the will of a married woman giving property to her husband subject to the payment of a legacy of £10,000. The question which you have in consider in regard to that will, before you begin to talk about assent, is this: Is there anything in it which, if it is fairly construed, leads you to take the view that the testatrix was disposing of that property which her husband would take if there was no disposition by her? I cannot find any such thing at all in this will. I do not think she was in fact making a will of the property which would pass to her husband without her assistance. What she says is—I give all the property which I am competent to dispose of, including my portion, or fortune, and other interest (if any) under the will of my late father, to my husband, subject, nevertheless, to the payment of (in substance) the legacy of £10,000. Let us look at that language fairly—not hypercritically, for I never like that way of construing documents—and ask ourselves this question, Can we fairly come to the conclusion that the testatrix was dreaming at all of disposing of the property which would pass to her husband if she did not make a will? It seems to me plain that throughout she assumed that the property she was dealing with would not go to her husband if she made no will, but that it was property which she could somehow dispose of. It appears to me that it would be forcing her language and putting quite an unfair construction upon it to hold that it amounts to a disposition by her to her husband of property which he could claim if she did not make any disposition of it at all. That view of the meaning of her will is absolutely conclusive of this case. Whatever the husband may have assented to, it could be nothing which would affect the right he now asserts. He certainly cannot have assented to more than she has done. I cannot help thinking that his assent was given upon the supposition that the wife had, under the powers conferred on her by her father's will, made a valid disposition; and, if so, it was of course given upon an entire misapprehension, and it would be a piece of sharp practice if the next-of-kin of the legatee Lavina Waller were to take advantage of that. I think that on the true construction of this will the plaintiffs are not entitled to payment of the sum of £10,000 which they claim, and that the appeal must be dismissed, and dismissed with costs.

RIGBY and COLLINS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Butcher*, Q.C., and *T. T. Methold*; *Jenkins*, Q.C., and *D. Stewart Smith*. SOLICITORS, *Learoyd, James, & Mellor*, for *Learoyd & Co.*, Huddersfield; *Busk, Mellor, & Morris*, for *Sale, Seddon, & Co.*, Manchester.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

NICHOLL *v.* URBAN DISTRICT COUNCIL OF EPPING. Stirling, J. 18th, 19th, and 28th April.

PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 35, 36, 268—POWER OF LOCAL AUTHORITY TO PROVIDE A WATER-CLOSET INSTEAD OF A PRIVY—INJUNCTION.

This was a motion for an injunction to restrain the defendants from entering upon the plaintiff's premises, and from pulling down or converting the privies into water-closets. The plaintiff was the owner of four cottages which were let to tenants. Each cottage had a privy attached to it. The defendants were the Urban District Council of Epping. The district inspector made a report under section 36 of the Public Health Act, 1875, requiring the owner to provide a water-closet instead of the privy. Due notice was given, but it was not complied with. The district council then gave the plaintiff notice that they intended to do the work themselves, and the plaintiff moved for an injunction to restrain them.

STIRLING, J., after stating the facts, said: The plaintiff has a right to appeal to the Local Government Board under section 268 of the Public Health Act, 1875. The first objection raised by the plaintiff was that the local board were working under a general scheme in requiring a water-closet and were not exercising their discretion in the matter. It was also objected that the defendants had no authority to require the plaintiff to provide a sufficient water-closet instead of a privy. Section 35 provides that houses shall not be erected or rebuilt without a sufficient water-closet, earth-closet, or privy, and an ashpit furnished with proper doors and coverings. Section 36 provides that if a house is without a sufficient water-closet, earth-closet, or privy, and an ashpit, the local authority shall require the owner or occupier to provide "a sufficient water-closet, earth-closet, or privy, and an ashpit furnished as aforesaid, or either of them as the case may require," and if the notice is not complied with the local authority may do the work required to be done. Other sections recognize that accommodation may be provided in the shape of privies. The question arises, if the privy is insufficient can the local board require a water-closet instead of a privy. The important words in section 36 are "or either of them as the case may require." The plaintiff says they refer to privy or ashpit. The defendant says they relate to the three matters—water-closet, earth-closet, or ashpit. In my opinion these words have not the narrow meaning contended for by the plaintiff. No case has been decided precisely in point. [His lordship referred to the cases decided on the Metropolis Management Act, 1855, which contains similar provisions to the Public Health Act, 1875.] I think that the provisions of the Public Health Act, 1875, are sufficient to confer the power claimed by the defendants, and that the motion consequently fails.—COUNSEL, *Upjohn*, Q.C., and *Stokes*; *Macmorran*, Q.C., and *Parkyn*. SOLICITORS, *Pownall*, for *R. D. Trotter*, Epping; *Robbins, Billing, & Co.*, for *G. J. Creed*, Epping.

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

PHILLIPS *v.* PROBYN. North, J. 20th April.

DECEASED WIFE'S SISTER—SETTLEMENT IN CONSIDERATION OF MARRIAGE—ILLEGAL CONSIDERATION.

Richard Sloper was married three times, and by his first marriage had one son, John Roberts Sloper. The second marriage was with Margretta Amelia Probyn, who died without issue on the 11th of February, 1872. Negotiations for a third marriage were subsequently entered into between Richard Sloper and Clara Probyn, the sister of his deceased wife, and in contemplation of such marriage a settlement was made by which Richard Sloper "conveyed, surrendered, and assigned unto William David and Howel David, their heirs and assigns—certain freehold premises—to have and to hold to the use of the said Richard Sloper and his assigns for and during the term of his natural life, and from and immediately after his decease to the use of Clara Probyn for and during the term of her natural life, provided she shall remain a widow and unmarried," and after the decease of the survivor of them or her second marriage, in the event of her being the survivor, as he should appoint, and in default of such appointment the property to go to such persons as should be entitled to it had such settlement not been entered into. The settlement was dated the 30th of April, 1873, but the marriage was not solemnized until the 5th of March, 1877. Richard Sloper died intestate on the 30th of November, 1891, leaving Clara Probyn his reputed wife him surviving and also his son John Roberts Sloper, who became entitled to the property as heir-at-law. J. R. Sloper took out administration, but agreed that Clara Probyn should take such benefits as the settlement entitled her to, and in pursuance thereof the trustees paid her the rents during her lifetime. On the 4th of August, 1893, owing to some disputes as to the personal estate of Richard Sloper, an agreement was made between J. R. Sloper and Clara Probyn, and certain correspondence passed between the parties and their advisers, from which it appeared that J. R. Sloper was perfectly aware of the position of matters with regard to the settlement. J. R. Sloper died intestate on the 2nd of September, 1898, leaving a widow and children. His widow, M. J. Sloper, took out administration, his eldest son, R. J. Sloper, being heir-at-law. The court was asked to determine whether Clara Probyn was beneficially entitled to any estate in the property comprised in the indenture of settlement, or whether, by reason of the said Clara Probyn being a sister of the deceased wife of Richard Sloper, the defendants, R. J. Sloper and Mary J. Sloper, heir-at-law and administratrix of J. R. Sloper, or either of them, were beneficially entitled to the property. It was argued for the representatives of J. R. Sloper that the settlement was void on the ground of immoral consideration, the only consideration being future cohabitation: *Coulson* v. *Allison* (2 De G. F. & G. 521), *Re Vallance* (26 Ch. D. 353), *Hall* v. *Palmer* (3 Hare 532). The case of *Ayerst* v. *Jenkins* (16 Eq. 275) was clearly to be distinguished, as there had been a clear voluntary settlement in that case and no question of future cohabitation. For Clara Probyn it was argued that as the marriage did not take place for four years after the date of the settlement the presumption was that there had been no state of concubinage, and it was clearly a voluntary settlement, as in *Ayerst* v. *Jenkins*.

NORTH, J.—It is clear that Clara Probyn, the deceased wife's sister, is not entitled to benefit under the settlement of 1873. This settlement was avowedly made with the sister of the deceased wife of the settlor, and in consideration of marriage. There was also an omission of what one expected to find—viz., a limitation to the intended husband until marriage. It would clearly on the face of it have been a valid settlement had not Clara Probyn been the sister of the deceased wife, and it is clear by the subsequent agreement of 1893 that the parties knew it to be invalid on that account. What, then, is the position of the parties? The settlement was made in consideration of marriage, a conveyance upon a consideration which on the face of the deed might be good, but the facts being known, they could not be legally married. Then it is a settlement made with a view to future cohabitation, as the word widow in the settlement contemplates such. The observations of Lord Campbell in *Coulson* v. *Allison* seem to be exactly in point. In *Ayerst* v. *Jenkins* the person who took proceedings to set aside the settlement was the person who had made it himself, and even then it would have been void as against creditors. In this case I have not to consider what the position would be of Richard J. Sloper had he been plaintiff, or the son or grandson of plaintiff. Here the trustees wish to

know to whom to pay the rents. I declare this trust for Clara Probyn is an illegal trust, and that the rents shall be paid by the trustees under the Land Transfer Act, 1897, s. 1, to Mrs. Sloper as administratrix of the estate of J. R. Sloper.—Counsel, *Gatey; Badcock; G. C. M. Dale.* Solicitors, *Purkis & Co.; E. & J. Mote*, for *Watkins & Co.*, Pontypool; *Crowder, Vizard, & Co.*

[Reported by J. H. Davies, Barrister-at-Law.]

REILLY *v.* **RICHARDSON.** Kekewich, J. 3rd May.

Practice—Lis Pendens—Vacation—Action for Specific Performance—Plaintiff not Appearing at Trial.

This was an action for specific performance. The plaintiff had registered it as a *lis pendens*. At the trial the plaintiff did not appear, and counsel for the defendants proved the registration, and asked that the action might be dismissed and the *lis pendens* vacated, and he referred to *Baxter* v. *Middleton* (46 W. R. 350; 1898, 1 Ch. 313).

Kekewich, J., dismissed the action with costs, and, after observing that this was a different case from the one cited, ordered the *lis pendens* to be vacated at once.—Counsel, *Edward Ford.* Solicitors, *Russell-Cooke & Co.*

[Reported by R. J. A. Morrison, Barrister-at-Law.]

JOHNSTON *v.* **BOYES.** Cozens-Hardy, J. 25th and 28th April.

Contract—Sale by Auction—Offer by Conditions of Sale—Acceptance by Highest Bidder—Payment of Deposit by Cheque—Custom at Auctions.

This was a very unusual action. The plaintiff, a married woman with considerable separate estate, claimed damages under the following circumstances. The defendants, who are trustees for sale, offered the White Hart Inn, South Mimms, Middlesex, for sale by auction on the 24th of May, 1898. By the first condition of sale, the highest bidder was to be the purchaser, and by the second condition the purchaser was immediately after the sale to pay to the auctioneers a deposit of £10 per cent. on the amount and in part payment of his purchase-money, and sign an agreement subjoined to the conditions to complete the purchase. The subjoined agreement was in the following form: "At the sale by auction made this day of the property described in these particulars, , of , was the highest bidder for, and was declared the purchaser of, the said property, at the price of £ ; and he has paid to Messrs. Rodwell & Son, of Watford, Herts, as agents for and on behalf of William Osborn Boyes, of Barnet, and A. W. Adams, of 90, Ladbroke-grove, Notting Hill, the vendors, the sum of £ by way of deposit and in part payment of the purchase-money, and hereby agrees to complete the purchase in accordance with the above conditions; and the said Messrs. Rodwell & Son, as the vendors' agents, hereby confirm the said sale and acknowledge the receipt of the said deposit." The plaintiff's husband attended the auction and, on behalf of his wife, bid for the property, which was knocked down to him as the highest bidder at the price of £4,900. He immediately went to the auctioneer's rostrum with a view to signing the contract and paying the deposit amounting to £490. But Mr. Boyes, who was one of the defendants and was the solicitor conducting the sale, recognized him as a man who, in the previous week, had appeared in the county court, of which Mr. Boyes is the registrar, and sworn that he had nothing in the world but the clothes he stood up in. Johnston tendered his own cheque in payment of the deposit, whereupon Mr. Boyes told the auctioneer not to take the cheque. Some further discussion took place, partly in the auction-room, and partly in an ante-room, to which the auctioneer and his clerk and Johnston and the defendants retired, the result of which was that the refusal to accept the cheque was persisted in. Johnston said that his wife would find the money the following day, but Mr. Boyes said he must have the cash that day, and as Johnson did not provide the cash, the matter was treated as at an end so far as he was concerned, and a contract was immediately afterwards signed for sale to another gentleman at the price of £4,950. It was also proved at the trial that before the transaction was put an end to, Johnston said he was purchasing on behalf of his wife, and that though Johnston had at the time no assets to meet it, the cheque would have been met by the plaintiff providing funds. The writ was issued on the 27th of May, 1898, and was indorsed with a claim for a declaration that the plaintiff was entitled to be the purchaser of the property; for an order directing the defendants to accept the deposit and to allow her to sign the agreement; and for an injunction to restrain the completion of the resale. On a motion, Stirling, J., refused the injunction (see 42 Solicitors' Journal 610). The writ was subsequently amended by substituting a claim for damages against both defendants, for breach of contract that the highest bidder should be the purchaser, and against the defendant Boyes in particular for directing the auctioneer not to accept the deposit or to allow the husband to sign the agreement.

Cozens-Hardy, J.—In point of law I think such an action as this can be maintained. A vendor who offers property for sale by auction on the terms of printed conditions can be made liable to a member of the public who accepts the offer, if those conditions be violated: see *Warlow* v. *Harrison* (8 W. R. 95, 1 Ell. & Ell. 295), *Carlill* v. *Carbolic Smoke Ball Co.* (41 W. R. 210; 1893, 1 Q. B. 256). Nor do I think that the Statute of Frauds would afford any defence to such an action. The plaintiff is not suing on a contract to purchase land; she is suing simply because her agent, in breach of the first and second conditions of sale, was not allowed to sign a contract which would have resulted in her becoming the purchaser of the land. I think this conclusion results from the decision of the Exchequer Chamber in *Warlow* v. *Harrison*. That was not a case under section 4 of the Statute of Frauds, but the observations of Martin, B., at p. 317, as to section 17, seem to me to be applicable to the present case. It is therefore necessary to consider whether the facts proved have established a breach of the contract alleged by the plaintiff. [His lordship then referred to the evidence as to what took place at the auction, and continued:] These being the facts which I find, do they entitle the plaintiff to relief? In my judgment they do not. I think the defendants were not bound to accept the cheque of Mr. Johnston, who was, and was known by them to be, impecunious. I do not think any custom has been proved to oblige vendors to receive the cheque even of a person in good credit, though it is, doubtless, usual to do so. And certainly no such custom could bind vendors to accept a cheque from a pauper. In my view it makes no difference that they were told that Mr. Johnston was buying for his wife. They were not bound to wait for cash until the next day. The second condition provided that the purchaser should "immediately after the sale" pay a deposit of £10 per cent. This means a payment in cash. No such payment was made, and the defendants were under no obligation to sign the contract unless and until this condition precedent had been fulfilled. The result is that the plaintiff's action fails and must be dismissed with costs in the usual form, having regard to the fact that the plaintiff is a married woman.—Counsel, *Tindal Atkinson*, Q.C., and *F. P. Onslow; Eve*, Q.C., *A. R. Ingpen*, and *F. A. Milne.* Solicitors, *T. Allingham; Simey & Simey.*

[Reported by N. Tebbutt, Barrister-at-Law.]

High Court—Queen's Bench Division.

BROCK *v.* **HARRISON.** Div. Court. 1st May.

Water Company—Rate Paid by Owner of House—Damage to Pipe—Liability of Owner—Waterworks Clauses Act, 1863, s. 17.

Special case stated by the stipendiary magistrate for the district of the Staffordshire Potteries. An information was laid against the appellant by the respondent, who was the engineer of the Staffordshire Potteries Waterworks Co., charging that the appellant being supplied with water by the company did unlawfully and negligently suffer a certain pipe to be out of repair so that the water supplied to her was wasted. The appellant was the owner of a house let to a tenant at a weekly rent amounting to less than £10 a year, including the use of water. The company supplied the house with water and the appellant, as owner, paid the rate as provided by section 72 of the Waterworks Clauses Act, 1847, and the appellant's name appeared in the company's books as the person liable to pay the rate. One of the pipes in the house got out of repair, causing a considerable waste of water. The tenant called the appellant's notice to the leakage, but the appellant did nothing to repair it. The information against the appellant was laid under section 51 of the Staffordshire Potteries Waterworks Act, 1853, which is to the same effect as section 17 of the Waterworks Clauses Act, 1863, and which provides that "If any person supplied with water shall wilfully or negligently do or suffer any act so that the water supplied to him by the company shall be wasted or the supply thereof improperly increased, he shall forfeit for every such offence a sum not exceeding £5." It was contended for the appellant that she was not the "person supplied with water" within the meaning of section 51, and that the appellant paid for the supply only by reason of section 72 of the Waterworks Clauses Act, 1847, and was, therefore, not liable to conviction. The magistrate held that the appellant was properly charged, that the offence had been proved, and he fined the appellant £5.

The Court (Darling and Channell, JJ.) dismissed the appeal, holding that the appellant came within the words "any person supplied with water" in section 51, although she might not be the only person supplied.—Counsel, *Montague Lush; Macmorran*, Q.C., and *M. Shearman.* Solicitors, *Purkis & Co.*, for *Sword & Son*, Hanley; *Knight & Son*, Newcastle-under-Lyme.

[Reported by F. O. Robinson, Barrister-at-Law.]

REG. *v.* **GLAMORGANSHIRE COUNTY COUNCIL.** Div. Court. 1st May.

Local Government—Riot—Employment of Troops—Cost of Housing and Maintenance.

In this case a rule *nisi* had been obtained calling upon the County Council of Glamorgan to shew cause why a writ of *mandamus* should not issue to them to pay out of the county fund certain sums amounting in all to £2,503. These sums represented the expenses incurred by the prosecutors in maintaining soldiers who had been brought into the county on the occasion of riots in connection with the late coal strike in South Wales. The soldiers were brought into the county from Devonport in pursuance of resolutions of the justices to the effect that owing to threatened disturbances it was necessary for military assistance to be obtained in order to preserve peace and order. At some of the places to which the soldiers were brought the justices made arrangements for their maintenance and housing and agreed to pay to the prosecutors in respect thereof a fixed sum per man per day. When the prosecutors sent in their accounts to the Standing Joint Committee disputes arose as to the amount due. Eventually a sub-committee of the Standing Joint Committee fixed a scale upon which the Standing Joint Committee were willing to pay, and sums calculated upon this scale were tendered to the prosecutors. These sums were less than the amounts claimed by the prosecutors and were refused by them, and the prosecutors then obtained this rule for a *mandamus* to the county council to pay them the full amount claimed.

The Court (Darling and Channell, JJ.) discharged the rule.

Darling, J., said that magistrates undoubtedly had the right to ask for

the assistance of troops in circumstances such as had occurred in this case. They had the same right to ask for the assistance of soldiers as they had to call on ordinary citizens to help in putting down a riot, but then it was contended that as the magistrates had that right, the county was bound to pay for the soldiers, who were in fact in these circumstances merely citizens in red coats, although they could only act in quelling the riot under the orders of their officers. There was, however, an entire absence of authority to support the proposition put forward. Magistrates no doubt had often paid for the lodging and sustenance of troops, but no authority had been cited to shew that they were bound to do so. Ordinary citizens were not reimbursed for their expenses, unless they were special constables, which case was expressly dealt with by a statute. There was, on the other hand, something in the nature of authority against the proposition. By the statute of 2 Henry 5, it was provided that as soon as there was knowledge of a riot the king's writ was to be sent to the justices of the peace and the sheriff or under-sheriff of the county, and they were to execute their offices at the king's costs, "whereof the sheriff upon his account in the Exchequer may have due allowance." It was true there was no standing army in those days, but there were feudal tenants bound to perform military service, not, however, such services as these, and the services called for under the statute in question were exactly the same as those performed by the troops in this case, and the Crown would bear the cost. There being no authority to shew that the county was bound to bear these expenses, the rule must be discharged.

CHANNELL, J., concurred. Rule discharged.—COUNSEL, *Asquith*, Q.C., and *H. L. Stephen*; *C. A. Russell*, Q.C., and *S. G. Lushington*. SOLICITORS, *Cheston & Sons*; *Bell, Brodrick, & Gray*, for *Linton & Kenshole*, Aberdare.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

EATON *v.* **TAPLEY**. Div. Court. 27th April.

COUNTY COURT—PRACTICE—NOTICE OF STATUTORY DEFENCE—STATUTE OF LIMITATIONS—COUNTY COURT RULES, 1889, 1895, ORD. X., RR. 14A, 18A.

The point was raised in this case whether in a county court, having regard to ord. 10, r. 18*a*, of the County Court Rules, a notice in the form 95*a* was a sufficient notice of defence under a statute of limitations. The action was brought for money lent. One of the defences was that the debt was barred by the statute of limitations. The defendant filed a notice under ord. 10, r. 10, of the County Court Rules in the form 95*a*, which is as follows: "Notice of special defence [statute of limitations]. Take notice that the defendant intends at the hearing of this action to give in evidence and rely upon the following ground of defence. . . . That the claim for which the defendant is summoned is barred by a statute of limitations." Ord. 10, r. 14*a*, of the County Court Rules, which is a rule made in 1895, is as follows: "Ord. 10, r. 14, and the third paragraph of form 95, are hereby annulled; and where a defendant intends to rely on the defence of any statute of limitations, his statement shall be according to the form 95*a* in the appendix." Rule 14 of the rules of 1889, which is here referred to, was as follows: "When the defendant intends to rely on the defence of any statute of limitations, he shall in his statement specify the date from which he alleges that the statute began to run"; and the third paragraph of form 95 in the rules of 1889 was as follows: "That the claim for which the defendant is summoned is barred by a statute of limitations [here set forth the statute and the date from which it began to run]." Ord. 10, r. 18*a*, is as follows: "When in any action the defendant relies upon any statutory defence, or any defence of which he is required by any statute to give notice, he shall in his statement set forth the year, chapter, and section of the statute, or the short title thereof, and the particular matter upon which he relies." The county court judge held that the defendant's notice was insufficient, and, finding against him on the other defences, gave judgment for the plaintiff. The defendant appealed. It was contended on behalf of the plaintiff that the form was insufficient, inasmuch as it did not comply with rule 18*a*. *Bratton* v. *Branson* (1898, 2 Q. B. 219) and *Pullen* v. *Snelus* (48 L. J. Q. B. 394) were relied on.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal and remitted the case to the county court.

Lord RUSSELL OF KILLOWEN, C.J., said that he based his judgment upon the construction of the rules of 1895 as compared with those of 1889. Under ord. 10, r. 14, of the rules of 1889 there was an obligation to set out what the statute of limitation was and the date from which it began to run. That was the state of things when the rules were re-framed in 1895. Rule 14*a* was in substitution of rule 14, and annulled it. A new form was provided. If the matter stood there, the question would be too clear for argument. But how was the form to be reconciled with rule 18*a*? In this way. Out of the operation of rule 18*a* cases provided for in rule 14*a* were to be excepted. The judge was therefore wrong in holding that the defendant had not complied with the rules.

DARLING and CHANNELL, JJ., concurred.—COUNSEL, *Lochnis*; *Sims Williams*. SOLICITORS, *Rowcliffe, Rawle, & Co.*, for *A. E. Whittingham*, Nantwich; *Colman & Knight*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

WILLIAMS (Appellant) *v.* **McDONALD** (Respondent). Div. Court. 2nd May.

LICENSING ACTS—SALE DURING PROHIBITED HOURS—TRAVELLER BY RAILROAD—LICENSING ACT, 1872 (35 & 36 VICT. c. 94) s. 25—LICENSING ACT, 1874 (37 & 38 VICT. c. 49) s. 10.

Special case stated by the justices of the peace for the county of Glamorgan sitting at a court of summary jurisdiction in the petty sessional division of Aberavon, the question raised being whether a railway traveller can under section 10 of the Licensing Act, 1874 (37 & 38 Vict. c. 94) obtain refreshment during prohibited hours at a railway buffet even though he only travels by train for the purpose of obtaining a drink. The facts were as follows: On the 8th of November, 1898, an information was laid by the respondent, Alexander McDonald, a police inspector, charging the appellant, Edward Williams, for that he on the 6th of November, 1898, by falsely representing himself to be a traveller, unlawfully did obtain from the Rhondda and Swansea Bay Railway Co. at their refreshment rooms at Cymmer railway station certain intoxicating liquor—to wit, beer—in contravention of the provisions of section 10 of the Licensing Act, 1874. The appellant appeared before the aforesaid justices, who after having the evidence convicted the said appellant of the said offence under section 10 of the Licensing Act, 1874, and fined him in the sum of three shillings and costs. The facts proved or admitted and found by the justices were as follows: (*a*) The Rhondda and Swansea Bay Railway Co. were all at material times duly licensed to sell intoxicating liquor in and upon their refreshment rooms at the station at Cymmer aforesaid. (*b*) On Sunday, the said 6th of November, 1898, the appellant was in the said refreshment rooms at the station aforesaid at 9.40 a.m. and represented that he intended to depart from the said Cymmer station by railroad to Blaengwynfi, another station on the Rhondda Swansea Bay Railway two miles distant from Cymmer station, and asked for and obtained from the servant of the company in charge of the said rooms a glass of beer. The appellant then had and produced to the respondent at his request a ticket from the said Cymmer station to the said Blaengwynfi station and he did in fact depart from the said Cymmer station by the train leaving for Blaengwynfi aforesaid at 9.48 a.m. (*c*) The place where the appellant lodged during the night previous to the said 6th of November was within three miles of the said refreshment rooms. (*d*) The appellant was not a *bonâ fide* traveller at the time he entered the said refreshment rooms and obtained the said glass of beer and obtained his said ticket and entered the train as aforesaid for the purpose of obtaining intoxicating liquor at the said refreshment rooms before starting. It was contended on behalf of the appellant that as he was a person intending to depart by train he was entitled to ask for and be supplied with the said glass of beer as aforesaid, and that the provision as to *bonâ fide* travellers in the said 10th section of the Licensing Act, 1874, did not apply to this case; and also that upon the said facts he had not committed any offence against the provisions of the said 10th section and could not be prosecuted or convicted under such section or under section 25 of the Licensing Act, 1872. The justices were of opinion and determined against the said contention, that inasmuch as the appellant had lodged within three miles of the said refreshment rooms during the previous night he was not a *bonâ fide* traveller, and that he obtained his ticket and departed by the train for the purpose as aforesaid of obtaining intoxicating liquor before starting, and that he had no right to ask for and to be supplied with the said beer, and that on the facts stated he was guilty in law of the offence charged, and they convicted and fined him as aforesaid. By the Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 25, it is provided that "every person who by falsely representing himself to be a traveller or a lodger buys or obtains, or attempts to buy or obtain, at any premises any intoxicating liquor during the period during which such premises are closed in pursuance of this Act shall be liable to a penalty not exceeding £5" Section 10 of the Licensing Act, 1874 (37 & 38 Vict. c. 49), provides that nothing in that Act contained as to hours of closing shall "preclude the sale at any time at a railway station of intoxicating liquors to persons arriving at or departing from such station by railroad." For the appellant it was now argued that he was a person departing from a station, and came within the exception in section 10, and that the provision as to a man being a *bonâ fide* traveller for three miles did not apply to him, as he was a railway traveller, and the following cases were cited: *Fisher* v. *Howard* (13 W. R. 145, 34 L. J. M. C. 42), *Peache* v. *Coleman* (14 W. R. 349, L. R. 1 C. P. 324). For the respondent it was contended that he was not a traveller and did not come within the exemption. The mere fact that he departed by the train would not make him a traveller. The case of *Penn* v. *Alexander* (41 W. R. 392; 1893, 1 Q. B. 522) was cited.

THE COURT (DARLING and CHANNELL, JJ.) allowed the appeal.

DARLING, J., in giving judgment, said the appellant went to the railway station and took a ticket during closing time and departed by the train. The magistrates said he took the ticket and entered the train simply for the purpose of obtaining refreshment. He was charged under section 25 of the Licensing Act of 1872 with falsely representing himself to be a traveller. If that were so section 10 of the Act of 1874 would not protect him. But in this case he did actually depart by the train. It was argued that he was not a genuine traveller nor a traveller at all, because he was only travelling in order to obtain refreshment. The Act, however, did not provide that he must be travelling on business, and it could not be said that he ceased to be a traveller because he took a drink at either or both ends of the journey. Whatever was his motive he did actually depart from the station, therefore he was not a person falsely representing himself to be a traveller. The conviction was wrong.

CHANNELL, J., in giving judgment, said the paraggaph in section 10 must be read as meaning that persons arriving at or departing from a station by train came within the exemption. If the appellant were not a person arriving at or departing from a station by railroad he would not be a traveller at all. If the magistrates had found that the appellant never intended departing by train until the inspector asked for his ticket the conviction might be right. But they had not found so, and the conviction must therefore be quashed. Appeal allowed.—COUNSEL, *S. T. Evans*; *Eldon Bankes*. SOLICITORS, *Sharpe, Parker, & Co.*, for *Cuthbertson & Powell*, Neath; *Norris, Allens, & Chapman*, for *Tennant & Jones*, Aberavon.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

NEW ORDERS, &c.

COUNTY COURTS, ENGLAND.

Procedure.

THE COUNTY COURT RULES (MAY) 1899, DATED APRIL 18, 1899.

ORDER XXV.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

Order XXV., rule 7, is hereby annulled, and the following rule shall stand in lieu thereof:—

29. *Order XXV., rule 7a. Where default made execution may issue.* 51 & 52 *Vict. c.* 43, *s.* 149.] Where a defendant has made default in payment of the whole amount awarded by the judgment, or where the judgment was for payment by instalments of an instalment thereof, a warrant of execution may issue against his goods without leave; and such execution shall be for the whole amount of the judgment and costs then remaining unsatisfied, or, in the case of an order for payment by instalments, for such portion thereof as the Court shall order, either at the time of making the original order or at any subsequent time.

30. *Order XXV., rule* 12*c* (1). *Inventory and notice of sale of goods removed under execution.*] Where goods taken in execution are removed, the high bailiff shall give to the defendant a sufficient inventory of the goods so removed, and shall also give to the defendant notice in writing, signed by the high bailiff, of the time when and place where such goods will be sold. Such inventory and notice shall be given to the defendant personally, or sent to him by post to his place of residence, if known, or if such residence is not known, they shall be left at or sent by post addressed to the defendant at the place from which the goods are removed. The inventory shall be given or sent at the time of or immediately after the removal of the goods: and the notice shall be given or sent at least twenty-four hours before the time fixed for the sale.

31. *Order XXV., rule* 12*e. Account of sale under execution.*] Where goods are sold in execution, the high bailiff shall, on the request of the defendant, furnish him with a detailed account in writing of the sale, and of the application of the proceeds thereof.

32. *Amendment of Order XXV., rule* 16.] The following words shall be added at the end of Order XXV., rule 16:—

Such copy shall state the date on which the last payment into Court, if any, under such judgment or order was made, or if no payment into Court has been made, the date upon which default was made; and the issue of a judgment summons under this Rule shall be subject to the provisions of Rule 14*b* or Rule 15 of this Order, as the case may be.

33. *Amendment of Order XXV., rule* 17.] The following words shall be added at the end of Order XXV., rule 17:—

The issue of a judgment summons under this Rule shall be subject to the provisions of Rule 14*b* of this Order in cases to which that Rule applies; but Rule 15 of this Order shall not apply to the issue of a judgment summons under this Rule.

Order XXV., rule 21, is hereby annulled, and the following Rule shall stand in lieu thereof:—

34. *Order XXV., rule* 21*a. Adjournment.*] The hearing of a judgment summons may, by leave of the Judge, be adjourned from time to time, and the provisions of Order XII., Rule 16, shall apply to any such adjournment.

35. *Order XXV., rule* 38*aa* (1). *Costs to solicitor on judgment summons under* £10.] A fee not exceeding five shillings may, if the Judge thinks fit, be allowed under Order XXV., rule 38*aa* (Rule 13 of the County Court Rules, 1895), where the amount for which the judgment summons issues does not exceed ten pounds.

ORDER XXXIII.

ACTIONS OR MATTERS REMITTED FROM OR TRANSFERRED TO THE HIGH COURT OF JUSTICE.

Order XXXIII., rules 9, 9*a*, and 10*a*, are hereby annulled, and the following Rules shall stand in lieu thereof:—

36. *Order XXXIII., rule* 9 (1). *Claimant to lodge order of the High Court transferring proceedings under* 47 & 48 *Vict. c.* 61. *s.* 17. *Entry for hearing.*] Where a proceeding by way of interpleader has been transferred to a County Court under the powers given by section seventeen of the Supreme Court of Judicature Act, 1884, the claimant shall within the time (if any) limited by the order transferring the proceeding, or if no time is so limited, then within seven days from the date of such order, lodge with the Registrar the order transferring the proceeding, or a duplicate or copy thereof, under the seal of the High Court, together with office copies of all affidavits used on the application to the High Court, and a copy of the issue, if any, directed to be delivered between the parties by any order of the High Court, and also a statement in writing setting forth the names and addresses of the several parties to such proceeding, and their solicitors, if any, and stating concisely the nature of the proceeding transferred, together with a request to enter the same for hearing. If the claimant shall fail to lodge such documents and request within the time limited as aforesaid, any other party to the proceeding, or the sheriff, may lodge the same. The registrar shall thereupon enter the proceeding for hearing, and shall give notice of the day, time, and place for the hearing of the proceeding to the parties, and where the order is made on an interpleader summons issued at the instance of the sheriff, to the London agent of the under-sheriff, by post or otherwise, ten clear days before such day, unless any shorter notice be directed in the order transferring the proceeding, or by the Judge or registrar as hereinafter provided.

37. *Order XXIII., rule* 9*a* (1). *Claimant to lodge two copies of particulars and grounds of claim. Form* 180.] Where the order is made on an interpleader summons issued at the instance of the sheriff, the claimant shall five clear days at least before the day fixed for the hearing of the proceeding (unless such time be reduced as hereinafter provided), lodge with the registrar two copies of the particulars of any goods or chattels alleged to be the property of the claimant, and of the grounds of his claim; and the registrar shall forthwith send by post to the execution creditor or his solicitor one of the copies of such particulars: Provided that by consent of all parties, or without such consent if the Judge shall so direct, the interpleader claim may be tried, although this rule has not been complied with.

38. *Order XXXIII., rule* 10*a* (1). *Mode of trial of interpleader transferred from High Court* 47 & 48 *Vict. c.* 61, *s.* 17.] Any proceeding by way of interpleader transferred from the High Court to a County Court shall be tried in such manner and under such conditions as may be prescribed by the order directing such transfer. In the event of no directions as to the manner and conditions of trial being given in such order, any of the parties to the proceeding (or the sheriff, where the order is made on an interpleader summons issued at his instance,) may apply to the Judge or registrar of the court to which the proceeding is transferred for directions as to the mode of trial or as to any proceeding with reference to the property seized, and subject to any such directions the proceeding shall be tried by the Judge without a jury, and the ordinary procedure on the trial of an action shall apply.

39. *Order XXXIII., rule* 10*aa. Provisions for interim custody of goods, and for expediting hearing.*] (1) In particular, where the order directing such transfer directs the sheriff to withdraw from possession on payment of any sum by the claimant, and in default of such payment to sell the goods seized, but provides that such directions for sale shall be subject to any order which may before the goods are sold be made by the County Court, directing the sheriff to remain in possession of the goods or to hand over possession thereof to the high bailiff of the County Court, any party to the proceeding, or the sheriff, may, on notice to the other parties to the proceeding, and (where notice is given by one of the parties) to the London agent of the under-sheriff, apply to the Judge or registrar under Rule 11*a* of Order XII. to postpone the sale, and to expedite the hearing of the proceeding; and the Judge or registrar may thereupon order the sheriff to remain in possession of the goods until the hearing, or to hand over possession thereof to the high bailiff of the court, instead of proceeding to a sale, upon such terms as to possession money or other charges as may be prescribed by the order directing the transfer, or, if no such terms are prescribed, upon such terms as may be just and reasonable; and the Judge or registrar may also expedite the hearing.

(2.) For the purpose of expediting the hearing of any such proceeding as aforesaid, the following provisions shall have effect:

(*a.*) The Judge or registrar may fix an early day for the hearing, and may for that purpose reduce the length of notice of hearing required required by Rule 9 (1) of this order, and the time before the hearing fixed by Rule 9*a* (1) for the filing of particulars.

(*b.*) The Judge may also order the hearing to take place at any convenient court of which he is the Judge.

(*c.*) On the day, time, and place for the hearing being fixed, the registrar of the court in which the proceeding is pending shall forthwith give notice thereof to the parties in accordance with Rule 9 (1), together with notice of the time within which particulars are to be filed.

(*d.*) Where the hearing is to take place at another court, the registrar of the court in which the proceeding is pending shall forthwith send notice to the registrar of such other court that the Judge has ordered the hearing to take place there; and he shall in sufficient time before the hearing transmit the papers to the registrar of the court at which the hearing is to take place, who shall act at the hearing for such first mentioned registrar, and shall, after the hearing, return the papers to him, with a minute of the order made; and such order shall be settled, sealed, filed, entered, and proceeded on in the court in which the proceeding is pending, in like manner as if the hearing had taken place there.

40. *Order XXXIII., rule* 11*a. Sheriff's charges*]. No order made by the Court in any proceeding by way of interpleader transferred from the High Court shall prejudice or affect the rights of the sheriff to any proper charges; and the Judge shall make such orders as may be just with respect to any such charges; but such charges shall be ultimately borne, as between the parties to the proceeding, in such manner as the Judge shall direct.

41. *Order XXXIII., rule* 11*b. High bailiff's charges.*] Where any goods are handed over to the high bailiff in pursuance of any such order as aforesaid, he shall hold and dispose of the same in accordance with the directions contained in such order, or in any subsequent order made in the proceeding; and he shall be allowed for keeping possession of such goods such reasonable charges, not exceeding those which might be made by the sheriff, as the Judge made order, and for a sale of such goods, if he is directed to sell the same, the same charges as are allowed on a sale under an execution issued by the County Court; and such charges shall be ultimately borne, as between the parties to the proceeding, in such manner as the Judge shall direct.

ORDER XXXIXB.

ADMIRALTY ACTIONS.

Order XXXIXB., rules 8*a* and 8*b* (Rules 30 and 31 of the County Court Rules, 1895), Rules 22, 23, 37 to 39, 43, and 48 to 50, and Forms 319*a* and 320*a* (in the Appendix to the County Court Rules, 1895), the words in brackets at the end of Form 328, and Forms 330 and 331, are hereby annulled, and the following Rules and Forms shall stand in lieu thereof:—

Particulars and Summons.

42. *Order XXXIXb., rule 8a* (1). *Particulars.*] A plaintiff desiring to institute an Admiralty action shall, where the claim is of a liquidated nature, and may in any other action, file with the præcipe particulars of his claim, with, in an action *in rem*, a copy thereof for service, and in an action *in personam*, as many copies thereof as there are defendants to be served. If the proceedings are commenced by a solicitor, the particulars must be signed in accordance with Order VI., Rule 10*a* (Rule 12 of the County Court Rules, 1892), otherwise the costs of such particulars shall not be allowed.

43. *Order XXXIXb., rule 8b* (1). *Summons. Forms* 319*a* (1), 320*a* (1).] Immediately upon the filing of the præcipe the registrar shall enter a plaint and issue a summons according to the form 319*a* (1) or the form 320*a* (1) in the appendix, for service by the solicitor should the proceedings have been commenced by a solicitor, or by the bailiff of the court. Where particulars are filed they shall be annexed to the summons before service, and shall be deemed to be part thereof.

Appearance in Admiralty Actions.

44. *Order XXXIXb., rule 22a. Setting down for hearing, and notice thereof. Form* 325.] Where an appearance has been entered, any party may apply to have the action set down for hearing, and it shall be set down accordingly, either on a day appointed for the transaction of the ordinary general business of the court, or on a day appointed by the Judge on application made pursuant to Rule 3 of this Order; and the registrar shall forthwith give to each party in the action a notice under the seal of the court, stating the day upon which the action has been directed by the Judge to be heard.

45. *Order XXXIXb., rule 23a. Procedure in default of appearance. Form* 325.] Where no appearance has been entered within the time limited by the summons, then—

(1.) If the claim is for salvage or towage, and is not a claim of a liquidated nature, and is not a claim for damages, the plaintiff may, on filing an affidavit of due service of the summons, apply to have the action set down for hearing, and it shall be set down accordingly, either on a day appointed for the transaction of the ordinary general business of the court, or on a day appointed by the Judge on application made by the plaintiff; and the registrar shall forthwith give to the plaintiff a notice under the seal of the court, stating the day upon which the action has been directed to be heard;

(2.) In any other case, the plaintiff may apply to have the action set down for hearing; or he shall, on filing an affidavit of due service of the summons, be at liberty to sign final judgment for the amount named in the particulars in claims of a liquidated nature, with costs to be taxed by the registrar, or interlocutory judgment with costs to be taxed in actions for damages, and in the latter event the damages shall be assessed by the registrar under the rules provided for the assessment of damages.

Enforcement of Orders.

46. *Order XXXIXb., rule 37a. Enforcement of judgment* in personam. [*Conf. 31 & 32 Vict. c. 71, s. 12.*] *Forms* 330*a*, 331*a*.] Where a judgment or order has been obtained in an action *in personam*, such judgment or order may be enforced against the defendant in the same manner as judgments or orders of the court are enforced in ordinary actions.

47. *Order XXXIXb., rule 37b. Enforcement of judgment* in rem, *where vessel or property released. Forms* 330*a*, 331*a*.] Where a judgment or order has been obtained in an action *in rem* in which the vessel or property to which the action relates has been released, such judgment or order may be enforced against the parties giving bail and their securities, or against the amount paid into court, as the case may be.

48. *Order XXXIXb., rule 37c. Enforcement of judgment* in rem, *where vessel or property not released.*] Where a judgment or order has been obtained in an action *in rem* in which the vessel or property to which the action relates has not been released, the Court may, by the judgment or order, or by subsequent order, order the vessel or property to be taken and sold in execution, subject to the provisions hereinafter contained.

49. *Order XXXIXb., rule 37d. Proceedings where owners are known. Provisions for protection of persons having interest who are not before the court. Forms* 331*b*, 331*c*.] Where at the time when the judgment or order is obtained the owners of the vessel or property are known, the vessel or property may be arrested and detained under the provisions of section twenty-two of the County Courts Admiralty Jurisdiction Act, 1868 [31 & 32 Vict. c. 71, s. 22], or kept in arrest if already arrested; and the Court may, with or without notice to the owners, order such vessel or property to be taken and sold in execution.

Provided that, in the case of a British-owned vessel, before any order for sale is made, the adverse party shall deliver to the registrar a præcipe, with a certified copy of the ship's register; and if the names of any persons who are not before the court appear on the register as having an interest in the vessel, the registrar shall issue to the solicitor, if such præcipe is delivered through a solicitor, or to the bailiff, for service on such persons in accordance with Rule 39*a* of this Order, a notice of the judgment or order, stating thereon that if such persons do not within seven clear days from the day of service deliver a præcipe to the registrar applying for a re-hearing of the action, the vessel or property to which the action relates will be taken and sold in execution.

50. *Order XXXIXb., rule 37e. Proceedings where owners are unknown.*] Where at the time when the judgment or order is obtained the owners of the vessel or property are unknown, the vessel or property shall not be taken or sold in execution in the first instance, but it may be arrested and detained under the provisions of section twenty-two of the County Courts Admiralty Jurisdiction Act, 1868 [31 & 32 Vict. c. 71, s. 22], or kept under arrest if already arrested.

51. *Order XXXIXb., rule 38a. Proceedings on discovery of unknown owners. Forms* 331*d*, 331*e*.] Where the owners of the vessel or property are subsequently ascertained, the adverse party may deliver to the registrar a præcipe stating the names, addresses, and descriptions of such owners, with, if the vessel be a British-owned vessel, a certified copy of the ship's register: and thereupon the registrar shall issue to the solicitor, if such præcipe is delivered through a solicitor, or to the bailiff, for service on the owners, and, in the case of a British-owned vessel, on the other persons, if any, whose names appear on the ship's register as having an interest in the vessel, a notice of the judgment or order, stating thereon that if the owners or other persons, if any, appearing to have an interest in the vessel do not within seven clear days from the day of service deliver a præcipe to the registrar applying for a re-hearing of the action, the vessel or property to which the action relates will be taken and sold in execution.

52. *Order XXXIXb., rule 39a. Service of notice on owners or persons having interest.*] The notice in the last preceding rule mentioned shall be served personally upon the owners and upon the other persons, if any, whose names appear on the ship's register as having an interest in the vessel, unless the Judge or registrar shall upon facts duly verified upon affidavit allow of substituted service.

53. *Order XXXIXb., rule 39b. Proceedings where unknown owners cannot be ascertained. Forms* 331*f*, 331*g*. [*Conf. Order XXXIXb., Rule* 20. *Order LI., Rule* 6.]] When the owners of the vessel or property cannot be ascertained, the Judge or registrar may, on an affidavit shewing grounds, make an order directing notice of the judgment or order to be given, by advertisement or otherwise, to the owners of and all persons claiming to have an interest in the vessel or property to which the action relates, together with a notice informing such owners and persons that if they do not within a time to be limited by the order and specified in the notice (which shall be less than ten clear days from the date of the publication of the notice) deliver a præcipe to the registrar applying for a re-hearing of the action, the vessel or property to which the action relates will be taken and sold in execution.

54. *Order XXXIXb., rule 39c. Application for re-hearing, and proceedings thereon. Form* 331*h*. *Costs before rehearing.*] Any person served with or receiving notice under any of the five preceding rules, and desiring to apply for a re-hearing of the action as owner of or a person claiming to have an interest in the vessel or property, may within the time limited by the notice apply for a re-hearing by filing a præcipe and entering an appearance in accordance with the provisions of this Order as to appearance; and thereupon the action shall be set down for re-hearing, and shall proceed in the same manner as an action in which appearance is entered within the time limited by the summons. The costs of the plaintiff incurred prior to the entry of appearance shall be in the discretion of the Judge, and shall be dealt with on the re-hearing as the Judge shall direct.

55. *Order XXXIXb., rule 39d. Order for sale in default of application for re-hearing.*] If no appearance is entered within the time limited by the notice, the Judge or registrar may order the vessel or property to which the action relates to be taken and sold in execution.

Execution against Vessel or Property.

56. *Order XXXIXb., rule 39e. Form of warrant for sale of vessel or property. Forms* 331*i*, 331*k*.] Where pursuant to these Rules the Court orders any vessel or property to be taken and sold in execution, the registrar shall, on a præcipe being filed by the plaintiff, issue a warrant of execution according to the form 331*k* in the Appendix.

57. *Order XXXIXb., rule 43a. Costs of obtaining order for sale, and of execution.*] The costs incurred by the plaintiff in obtaining an order directing any vessel or property to be taken and sold in execution, and in suing out execution, to be taxed by the registrar, shall be allowed and be recoverable against the vessel of property taken in execution.

Tenders.

58. *Order XXXIXb., rule 48a. Provisions of Order IX. as to payment into court not to apply.*] The provisions of Order IX. as to payment into court shall not apply to Admiralty actions; but in lieu thereof the following provisions shall apply.

59. *Order XXXIXb., rule 48b. Tender. Form* 333*a*.] (1.) A party desiring to make a tender shall give notice to the adverse party of the terms and amount of the tender, and shall deliver a præcipe and pay the amount of the tender into court.

(2.) A tender may be made and money paid into court—

(*a*) either in respect of the whole of the claim of the adverse party, or in respect of any part thereof:

(*b*) with or without costs:

(*c*) with or without a denial of liability; and

(*d*) with or without a notice of defence on the ground of tender before action brought.

(3.) The præcipe shall state whether the tender is made in respect of the whole of the claim or in respect of part only thereof, and if it is made in respect of part only of the claim, such part shall be specified in the præcipe.

(4.) If the tender is made with costs, the præcipe shall specify what amount is paid in respect of the claim and what amount in respect of costs.

(5.) If the tender is accompanied by a denial of liability, that fact shall be stated in the præcipe.

(6.) If the tender is accompanied by notice of defence on the ground of tender before action brought, notice of such defence shall be given in the præcipe.

60. *Order XXXIXb., rule 48c. Notice of payment into court. Form* 333*b*.]

The registrar shall, within twenty-four hours from the time of any payment made into court pursuant to the preceding rule, send to the adverse party notice thereof, together with a copy of the præcipe accompanying such payment.

61. *Order XXXIXb., rule 49a. Notice of acceptance or rejection of tender. Form 333c.*] Within forty-eight hours of the receipt of notice of any such payment into court, the adverse party shall send to the registrar and to the party making the payment, by post, or leave at the office of the registrar and at the dwelling or place of business of such party, a notice stating whether he accepts or rejects the tender; and if he fail to do so, he shall be deemed to have rejected it.

62. *Order XXXIXb., rule 50a. Acceptance of tender in respect of whole claim. Costs.*] Where a party accepts a tender in respect of the whole of his claim, he shall, unless the tender is accompanied by notice of defence on the ground of tender before action brought, be entitled to take the amount of such tender out of court, and shall be entitled to his costs of action; and

(*a*) if payment into court was made without costs, he shall be at liberty to tax his costs, and obtain and enforce an order for payment thereof;

(*b*) if payment into court was made with costs, he may either accept and take out of court the amount paid in respect of costs, or tax his costs and obtain and enforce an order for payment of the amount by which such costs when taxed exceed the amount paid in respect of costs; but if the amount so paid exeeeds the amount of such costs when taxed, the balance thereof, after payment of the taxed costs, shall be repaid to the party making the tender.

63. *Order XXXIXb., rule 50b. Acceptance of tender in respect of part of claim. Costs.*] Where a party accepts a tender in respect of part of his claim only, he shall, unless the tender is accompanied by notice of defence on the ground of tender before action brought, be entitled to his costs in respect of the amount so accepted up to the time of notice of acceptance; but the amount so accepted shall not be paid out of court, nor shall such costs be taxed or payable until the action is disposed of, and the Court may order any costs awarded to the party making the tender to be set off against such amount and costs.

64. *Order XXXIXb., rule 50c. Acceptance of tender when accompanied by defence of tender before action. Costs.*] Where a party accepts a tender accompanied by notice of defence on the ground of tender before action brought, he shall not be entitled to take out of court the amount so accepted, nor to any costs, without the order of the Court; and the Court may make such order as may be just as to the costs of either party, and as to the set off of any costs awarded to the party making the tender against the amount paid into court.

65. *Order XXXIXb., rule 50d. Where tender accompanied by denial of liability is not accepted. Costs.*] Where a tender is accompanied by a denial of liability, and the adverse party does not give notice that he accepts the tender in accordance with Rule 49*a* of this Order, such party may nevertheless accept the tender (whether he has previously given notice of rejection or not) at any time before the action is called on and the case is opened, subject to the payment of any costs which may have been reasonably incurred by the party making the tender since the date of payment into court, and which may be allowed by the Court. In any other case the money shall not be paid out until the action is disposed of; and if the adverse party recovers less than the amount paid into court, the balance of such amount shall be repaid to the party making the tender, unless the Court otherwise orders, and the Court may order any costs awarded to such party to be set off against the amount recovered by the adverse party; and if the party making the tender succeeds, the whole amount paid into court shall be repaid to him, unless the Court otherwise orders.

ORDER XLIV.

THE EMPLOYERS' LIABILITY ACT, 1880.

66. *Amendment of Order XLIV., Rule 1, as to time of delivery of summons for service.*] The words "thirty-five clear days" and "thirty-eight clear days" respectively shall be substituted for the words "thirty-two clear days" and "thirty-five clear days" respectively in Rule 1 of Order XLIV.

ORDER La.

COSTS.

67. *Order La., rule 22b. Amendment of item 43 as to copies.*] Item 43 shall be read and have effect as if the words "or for use in court when counsel not employed" were inserted therein after the word "brief."

68. *Order La., rule 33. Costs under Rivers Pollution Prevention Acts. 39 & 40 Vict. c. 75. 56 & 57 Vict. 31.*] (1.) Proceedings under the Rivers Pollution Prevention Acts, 1876 and 1893, shall be within Rule 7 of this Order.

(2.) If the Judge certifies in writing that any such proceedings involved some novel or difficult point of law, or that the question litigated was of importance to some class or body of persons, or was of general or public interest, and the costs are taxed under Column C, the following provisions shall apply:—

(*a*) The fees allowable under items 70 to 73 may be increased, at the discretion of the registrar, subject to review by the Judge, or by special order of the Judge under Rule 7 of this Order, to any sums not exceeding the following, that is to say:—

Item 70 may be increased to	..	£5	5 0
Items 71 to 73 may be increased to	..	£3	3 0

(*b*) Reasonable fees may be allowed to counsel in excess of those mentioned in items 85 to 94 in respect of the matters referred to in such items, and where more counsel than one are retained, reasonable fees may be allowed to such additional counsel, and for consultations, and to solicitors for additional briefs and attendances on counsel with the same, and for appointing and attending consultations; and reasonable fees may also be allowed for plans, charts, or models in excess of those mentioned in item 95, and also reasonable additional allowances to expert and scientific witnesses for qualifying to give evidence and attending the court on the trial, at the discretion, in each case mentioned in this paragraph, of the registrar, subject to review by the Judge, or by special order of the Judge under Rule 7 of this Order.

(3.) Where proceedings are taken under the said Acts for which no provision is made by the scales of costs, reasonable costs may be allowed in respect of such proceedings by the registrar, subject to review by the Judge, not exceeding those which may under the scales or this Rule be allowed in respect of proceedings of a like nature.

ORDER LI.

GENERAL PROVISIONS.

69. *Order LI, rule 24a. Duplicate of warrant, &c., lost or destroyed.*] In the event of any warrant, order or other document issued by the Court being lost or destroyed, a duplicate thereof may be issued from time to time upon proof, by affidavit or otherwise, to the satisfaction of the registrar, of such loss or destruction.

[*There is a long Appendix of Forms.*]

We, Alfred Martineau, Henry J. Stonor, Richard Harington, William L. Selfe, and William Cecil Smyly, being Judges of County Courts appointed to frame Rules and Orders for regulating the Practice of the Courts and Forms of Proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules and Orders, do hereby certify the same under our hands, and submit them to the Lord Chancellor accordingly.

(Signed) ALFRED MARTINEAU.
HENRY J. STONOR.
RICHARD HARINGTON.
WM. L. SELFE.
WILLIAM CECIL SMYLY.

Approved,

(Signed) HALSBURY, C.
RUSSELL OF KILLOWEN, L.C.J.
F. H. JEUNE, P.
A. L. SMITH, L.J.
R. VAUGHAN WILLIAMS, L.J.
GAINSFORD BRUCE, J.
HERBERT H. COZENS-HARDY, J.
WALTER C. RENSHAW.
C. B. MARGETTS.

I allow these Rules, which shall come into force on the 30th day of May, 1899.

(Signed) HALSBURY, C.

The 18th day of April, 1899.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 27th day of April, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1899—C.—No. 1,359).

In the Matter of the Colliery and General Contract Co. (Limited). John Whitaker Cooper, James Grieg, and Ernest Tazer Janson v. The Colliery and General Contract Co. (Limited).

HALSBURY, C.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

GENERAL MEETING.

A general meeting of the Incorporated Law Society was held on Friday, the 28th ult., at the Society's Hall, Chancery-lane, the President, Mr. C. B. MARGETTS (Huntingdon), taking the chair. The following members of the Council were present: Mr. J. Addison, Mr. Barker, Mr. Beale, Mr. Blyth, Mr. Bristowe, Mr. Ellett (Cirencester), Mr. Godden, Mr. Gray, Mr. Hollams, Mr. Howlett (Brighton), Mr. Johnson, Mr. Hy. Manisty (vice-president), Mr. Lee, Mr. Milne (Manchester), Mr. Munton, Mr. Pennington, Mr. Rawle, Mr. Saunders (Birmingham), Mr. Stewart, Mr. Vassall (Bristol), Mr. Walters, Mr. Winterbotham, Mr. Witham, Mr. S. H. King (Maidstone).

COUNTY COURT PROCESS.

Mr. F. K. MUNTON (London) moved the following resolution, of which he had given notice: "That it would be a convenience to solicitors practising in London if arrangements were made for the issue of all Metropolitan county court process at the Central Office of the High Court, as well as at the county courts." He said that if the motion had raised a new issue it would have been necessary in advocating such a reform to address the meeting at some length. It was, however, but an old friend in a new

garb. So long back as 1889 he had successfully moved a resolution at a general meeting of the society which went very much further, and it was endorsed by the Council of that day. To put the meeting in possession of what took place he would read it: "That looking to the volume of substantial work now thrown into the scattered London county courts, a central Metropolitan issuing office is immediately called for, and that in the interests alike of the bar, of solicitors, and of suitors, all remitted causes should be grouped and tried in some building adjacent to the Royal Courts of Justice." The resolution was forwarded by the Council to the Lord Chancellor. Some years later Lord Herschell, who was then Lord Chancellor, appointed a committee, which had got to be called the House of Lords County Court Committee because it met there under his auspices, at which the foregoing resolution was approved. The society was asked to send a representative to the committee and ultimately he (Mr. Munton) was appointed the Council's delegate. The committee consisted largely of county court judges and the higher officials of the county courts, and—as a matter of fact it had not been disbanded to this hour, though its meetings were in abeyance. A long article appeared in the *Times*, contributed by an unknown hand, stating in effect what the committee had done. It was then rumoured that the publicity of the proceedings had no official countenance, and owing to this or some sufficient reason the committee was not again called together, and so matters rested till 1895. In that year a special county court committee of the society was appointed, and they met and the resolution in question was reaffirmed. This report was sent to the present Lord Chancellor; and that was how the matter stood as regarded the history of the movement. Experience shewed that reforms could only be effected by very slow degrees and in piecemeal fashion, and those who had taken considerable interest in the question now thought that if a smaller resolution were carried, not so calculated to disturb a number of officials with vested interests, it would be possible to make it a success. Everybody in the room might not be aware of the extraordinary number of county court actions commenced in the Metropolitan courts. They all possibly knew that in England there were over a million plaints a year, and he could tell them that over one hundred thousand of these were initiated in the Metropolitan districts, excluding the City of London Court. Moreover, although the total amount covered by the million plaints was something more than £3,000,000, the Metropolitan courts represented even a larger proportion in amount than they did in number. This being so there were special reasons why facilities should be afforded in the great Metropolis. He had excluded the City of London Court from his motion, because, although in one sense it was an ordinary county court, in others it was special. He might mention that it did a very much larger business than any other London district court. It was separated from the Metropolis by the arrangements of the City corporation, and he was not proposing in any way to affect it; moreover, the court house itself was already in a central place where process could be conveniently issued. The profession were indebted to the earlier ideas of the county courts for the present position of things. For the first twenty years of the county court system solicitors were not recognized at all in issuing process. He was old enough to have been in the practice before 1869, when a solicitor had no sort of right to a fee in relation to county court proceedings until actual appearance in court, for which isolated service a fixed allowance was accorded. In 1867 Parliament for the first time gave a solicitor an *ad valorem* fee on issuing the plaint. Of course, prior to that date, very few solicitors went near the court until employed to advocate the case, they being, so to speak, quite unrecognized, notwithstanding the fact that for thirty-two years solicitors had practically been placed in the same position as regarded county court proceedings as in High Court proceedings. London men, nearly all practising in the heart of the Metropolis, had to go to Bow, to Brompton, to Islington, or to Camberwell for the purpose of merely issuing plaints and carrying out formal matters in connection with the county court work. There was no use in continuing a system such as that, and what was asked was that in all actions where solicitors were concerned, not suitors in person, they should be entitled to issue it at a central office, and for want of a better spot there should be a room in the High Court building itself. It was almost an open secret that there were high officials who looked upon the motion as one which could be very favourably considered; indeed, he would go so far as to say that he had ample reason for thinking that if his resolution were passed it might be accepted. The sum which was sued for in the Metropolitan county courts during the year amounted in round numbers to half-a-million of money. These district courts took about fifty thousand pounds annually in fees. And to shew that solicitors in London now largely appeared in county court matters he might mention that some twenty-five thousand pounds a year were allowed them on taxation for professional costs. In modern times all solicitors necessarily had to go to the county courts. They all knew nowadays that it was dangerous to issue a writ in a case which was likely to be fought for anything under £50, as unless they could be saved under order 14 they were sent over to the county court, and the High Court expenses were lost, of course. People were supposed to initiate all contract claims under £50 in the county court, but what sane person in London would think of doing this between £20 and £50 if he had any reason to suppose there would be no contest? Everybody knew they had the benefit of order 14, which dealt with cases in which there was no substantial defence, and they naturally all went to the High Court. But it was extremely inconvenient in defended cases to issue process in one court and then be turned over to another court, and he believed that if there were facilities for starting an action in the county court at a central office, so far from London solicitors continuing to be in opposition to county courts, they would in many instances volunteer to initiate steps there. No doubt there would be some difficulties in establishing such a central office, because it would involve extra work and the like, but there could not be a reform of any kind without a little trouble, and they must look to the authorities to devise some course to make the scheme workable. No one doubted that the county county was the future court of the kingdom. It had by degrees been invested with jurisdiction in very large matters indeed. The society and the Chambers of Commerce alike were suggesting to Parliament that the jurisdiction should be still more enlarged, and although for years every solicitor in London who had any business worth talking about had more or less avoided the county court, the time had come when everybody would have to go to them. Why, therefore, should they not endeavour to get some central office generally suitable to the needs of London solicitors practising within a square mile of the Royal Courts? He supposed that very few members of the society went to the county courts to issue plaints; he himself had not been there for that purpose these twenty years. He, however, knew that if a clerk was sent to issue process he would very frequently find himself among twenty other persons struggling to get to the pigeon-hole, involving lengthened delay. The court fees charged were based on the footing of the official preparation of the proceedings—unlike the High Court writ—but there was such pressure at some of the Metropolitan offices that solicitors' clerks who went there—hustled by suitors in person—were glad to help in filling up the documents themselves to secure dispatch. The time had come when the society must do their very best to induce the authorities to afford this instalment of convenience, and he was sure that members would promise in return to really avail themselves of these offices. He fully believed, as he said before, that if the united opinion were brought to bear upon those who were in authority there was every reason to think that this request would be favourably answered.

Mr. E. J. Trustram (London) seconded the motion. He thought it would commend itself to everybody present.

Mr. Charles Ford (London) said there was another side to the question. He said with great respect that he did not think it was worth the paper it was written upon, supposing it to be passed. Admitting that they said it would be a convenience, what was their experience of the authorities? They did not care a fig about the convenience of solicitors. It was most difficult to get anything done in very urgent matters which deeply concerned the interests of suitors. Was it likely for one moment that the whole arrangements of the Central Office were going to be upset with the object of giving facilities to certain solicitors who practised in the High Court or had offices in the neighbourhood? Surely it would be wiser to suggest, say, four of the county courts in each direction, grouping them together in four groups for giving the facilities desired by Mr. Munton. Mr. Munton told them it was provided by the Act of 1887; but look at the result. Here they were again asked to-day to express this pious opinion on this most urgent matter.

Mr. John Hunter (London) said, in answer to Mr. Ford, that there appeared to be more prospect of carrying the reform than in 1889. The resolution was at that time communicated to the authorities, but the Council had not heard anything about it since. But about two or three months ago one of the officials of the court wrote to him a letter in which he mentioned a suggestion which had occurred to him which recommended itself to some persons of experience with whom he had talked as to why there should not be in the Central Office a room at which plaints for all the Metropolitan county courts could be issued. Why should it be necessary, for instance, to send clerks to distant parts of London to issue notice? Such plaints might be issued there or at the Central Office. He (Mr. Hunter) had written in reply that the matter had been considered by the society in 1889, when a communication was made to the authorities. His answer was: "I think that opinion has been educated since 1889, and that the Council would find that the proposal would now meet more approval than it then did." So he (Mr. Hunter) judged, in consequence of these letters, that there appeared to be a fair prospect that it might now be adopted.

Mr. A. M. Forbes (London), speaking as a member of the County Courts Committee, said that the committee entirely backed up Mr. Munton in the matter. The committee flattered themselves that they knew something about county courts, and they had taken some trouble to ascertain the views of solicitors practising in the county courts in London, and they said emphatically that they would very much like to see such a central office established.

Mr. E. K. Blyth (London) cordially supported the motion. It seemed to him a step towards a wider reform. In 1889 the society had gone for too much, and had not got it; but on the present occasion if they went for a more modest claim they were very likely to get it. He looked upon this as a step towards what it had always seemed to him they ought to aim for—namely, the formation of one complete, homogenous system of judicature; but that was looking a long way beyond the motion. However, he hoped the reform might be seen within the lives of many present.

Mr. Ford suggested that the word "all" would imply that others than solicitors might issue process at the Central Office. This should be guarded against.

Mr. Munton, in reply, said that Mr. Ford had seized upon an observation he (Mr. Munton) had made to suggest that because personally he had not attended to issue plaints, he knew nothing of county courts. But it was not necessary to go inside a county court for the purpose of initiating process to be acquainted with the law and practice. There was scarcely any man on the County Courts Committee, over which he had the honour to preside, who had not taken the trouble to read the statutes under which the county courts existed and to make himself acquainted with the procedure, many of the members being familiar with every detail. The committee, therefore, were entirely alive to the situation which gave rise to the motion. He had no intention of saying anything slightingly of county courts. Early in his professional life, having a taste for public speaking, he had personally done all the advocacy work connected with

the county courts which came into his office. It had been of great advantage to him in after years to have been obliged to learn up the Acts, rules, and practice, and he had kept himself abreast of the changes to the present moment. Adverting to the remarks made by Mr. Blyth, he said he might remind the members that in 1888 at the Newcastle provincial meeting, on a motion which he (Mr. Munton) submitted, a resolution was carried to the effect that it would be desirable that the county courts should be amalgamated with the High Court; moreover, this resolution was emphasized at the Swansea provincial meeting last year, and it was under the consideration of the County Courts Committee now sitting as to what recommendation should be made to the Council regarding it. He hoped that in a matter of this kind, about which there could not be any real difference of opinion, nobody would do anything to prevent the resolution being absolutely unanimous.

The motion was carried unanimously, the words "by them" being inserted after the word "issue."

Long Vacation.—Additional Judges.

The following notice stood on the paper of business: "Mr. Ford will move 'That the Incorporated Law Society of the United Kingdom in special general meeting assembled records its satisfaction at the co-operation between the governing body of the society and the Inns of Court in favour of the efforts which are being made to secure a shortening of the Long Vacation, and in favour of the appointment of additional judges of the High Courts of Justice, and trusts that in the interest of the due administration of justice these united efforts will prove successful; and this meeting directs that a copy of this resolution shall be sent to the Lord Chancellor, the Lord Chief Justice of England, the Prime Minister, and the Attorney-General.'"

The President observed that there had been no co-operation between the society and the Inns of Court. The Council had sent the resolution of the society to the Bar Council and they disagreed with the suggestion that the Long Vacation should be shortened. Some of the Inns of Court had been considering the question and the law papers had announced that the society was co-operating. It ended so far as the co-operation of the society with the bar was concerned with the Bar Council objecting to adopt the resolution of the society.

Mr. Ford said that in moving the resolution he was moving something like a vote of confidence and satisfaction with the action of the Council. He wanted to point out that while enormous sums of money were spent by the present Government in regard to the administration of the affairs of the Empire, they had done nothing at all, so far as those present knew, to improve the administration of justice in this country. And he very much doubted if anything would be done until justice was administered as was the case in many other countries. He hoped the Council would not be daunted by the mere fact that the Inns of Court had taken exception to the improvement. They must not care a snap of the fingers about the Inns of Court. The bar was one of the worst trades unions there was, and even the junior bar were in terror of the leaders of the bar. The juniors hoped to be the leaders one day. Nothing could be done because the Queen's Counsel said: "It is a splendid thing for us. We fill our pockets." It was perfectly well known that the Liverpool Incorporated Law Society had set their hearts upon having a court constantly sitting in Liverpool. That meant taking away a large amount of work from the solicitors in the Metropolis. He was asking for extra judges. He asked that these judges be in London, and if they were going on dabbling with this question then they would have judges appointed permanently in places like Liverpool, and they would be told they did not want one in London because one had been appointed to Liverpool and one to Manchester. Governments did queer things for political purposes. If a large number of Conservative voters in Liverpool were asking for a judge there and the Lord Chancellor thought an election was coming on he would discover that there must be a judge appointed there. London was the place where more judges were wanted. The Council was committed up to the hilt in regard to that. But with regard to the Long Vacation unless the society pressed the matter on it would slumber.

Mr. Grantham R. Dodd (London) seconded the motion, though he was not prepared to follow all the arguments of Mr. Ford, some of which did not seem to him altogether relevant. At the same time he thought it very desirable that the best concert should be carried on between the Council and the Bar Council, and he believed that was the wish of all parties concerned.

Mr. W. H. Gray (London) did not think it was in accordance with the bye-laws that the meeting should direct. He suggested that the word "request" should be substituted.

Mr. Ford agreed to the alteration, and the motion was carried in the following form: "That the Incorporated Law Society of the United Kingdom in special general meeting assembled records its satisfaction at the governing body of the society in favour of the efforts which are being made to secure a shortening of the Long Vacation, and in favour of the appointment of additional judges of the High Court of Justice, and trusts that in the interest of the due administration of justice these efforts will prove successful; and this meeting requests that a copy of this resolution shall be sent to the Lord Chancellor, the Lord Chief Justice of England, the Prime Minister, and the Attorney-General."

New Teaching University.

Mr. Harvey Clifton (London), on behalf of Mr. W. E. Hart (London), asked the following question, of which notice had been given: "Whether the Council has had any communication, and if so what, with the commissioners appointed by the University of London Act, 1898, and what steps, if any, the Council proposes to take to assist the University authorities, with regard to the Law Faculty in the New Teaching University."

The President: The matter is now under the consideration of a special committee, and the report has not yet been made.

Government Solicitorships.

Mr. Harvey Clifton moved, in accordance with notice, "That the Incorporated Law Society (U.K.) be requested to take the necessary steps to make it impossible for any person other than a solicitor (present holders excepted) to occupy any office bearing the name or involving the performance of the duties of a solicitor." He said that it was only by pegging away at a subject like this that there could be any hope of making an impression. He had moved a resolution on the subject on a previous occasion, and whenever a question was asked with reference to such a subject, they were invariably told that representations had been made to the authorities, and nothing more was heard about it. The attendance at this meeting was no evidence of the general feeling upon the subject, as it was quite impossible for many of the younger members to get to these meetings at the hour at which they were held. With regard to public appointments generally barristers always took pretty good care that solicitors should never poach on their preserves, whilst they never lost an opportunity of poaching upon those of the solicitors. There were clerkships of the peace and other appointments which in all justice solicitors ought to have. The section of the Act of Geo. 4 was familiar to many present, but the preamble to the statute was a disgrace to the profession. If they had any pride in their profession they ought to rise as one man and get that disgraceful preamble removed from the Statute Book. He suggested that it was passed for the benefit of the bar. It was certainly not for the benefit of the public, but for that of the bar, that that section remained to-day. What he wanted would never be obtained until the society through the Council made a deliberate stand. Their attitude in the past had been far too humble. He only asked for common justice, and if the members and the Council would only support him in passing a definite resolution something might be done. He had received letters from solicitors in the country expressing their strongest sympathy with the motion. Barristers had admitted the great injustice of the existing state of things, and he asked the meeting to strengthen the Council's hand so that, instead of making polite representations which were politely received and one heard nothing more of them, something might be done.

Mr. W. Haseldine Jones (London) seconded the motion.

Mr. Ford thought this was too tall an order, but the meeting might adopt an amendment as follows: "That when a member of the bar is appointed to a position in which he discharges the duties of a solicitor, he shall not be so described unless he is admitted on the roll." This would be, at all events, an indication to the public of the real state of things. He did not believe that the solicitors to Woods and Forests and so on meant to sail under false colours.

The President did not think there was anything to be gained by the amendment, which seemed to him simply on the same lines as that of Mr. Clifton. If the resolution were carried, which he thought was very desirable, it seemed to him it would embrace the whole matter.

The amendment was not seconded.

Mr. R. Ellett (Cirencester) thought there was in substance no difference of opinion upon the subject. They were all agreed in the object of the motion. But when it came to putting it in the form of a resolution that steps should be taken to make it impossible to do that which by law it was possible to do now, that, of course, could only mean a request to the Council to promote legislation with the object in view. If it were a matter in which it was thought at all necessary to educate professional opinion one could see the advantage of passing a resolution of this kind. But inasmuch as every member of the Council and of the profession was agreed, and inasmuch as the Council had taken such steps from time to time as seemed possible in the direction of protesting against such appointments and in the direction of encouraging appointments from the solicitor branch of the profession to offices which they thought solicitors were better qualified to fill, he ventured to think their real object would be better attained by this expression of opinion than by passing any resolution. He appealed, therefore, to Mr. Clifton to be satisfied with the expression of opinion he had elicited as to the unanimity of the society and leave it, as in the end it must be left, in the hands of the Council to take advantage of any opportunity that might offer to forward the object in view.

Mr. Grantham Dodd said he had seconded a similar resolution on a previous occasion, and he thought the opinion expressed by the Council very reasonable, that if the society moved in the matter there might be reprisals on the part of the bar. Solicitors held several appointments at present which the bar did not contest, but which they might if any of their appointments were taken away. The Council also said that though they were unanimous on the point, still it was deemed expedient under all the circumstances not to press the question. Therefore he suggested that the motion should be withdrawn.

Mr. Clifton withdrew the motion. He was very glad to hear the Council's opinion on the subject and felt sure that it was safe in their hands.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

Annual Dinner.

The sixth annual dinner of the Solicitors' Managing Clerks' Association was held on Friday, the 28th ult., in the Royal Venetian Chamber, Holborn Restaurant, the President, Mr. Wm. Biggs, occupying the chair. Among the guests were Mr. Justice Channell, Dr. Blake Odgers, Q.C.,

Mr. F. O. Crump, Q.C., Mr. C. E. Jenkins, Q.C., Mr. W. H. Eldridge, Mr. J. Roskell, Mr. H. L. Crawford, Mr. H. Ockerby, Mr. H. Spray, Mr. R. J. Neville, Mr. C. E. Soames, and Mr. Leslie Stock.

The health of the Queen having been proposed from the chair and duly honoured,

The Hon. Mr. Justice Channell gave "Success to the Solicitors' Managing Clerks' Association." He said it had been a very great pleasure to him to accept the invitation to be present, because as a barrister in practice for a great number of years he, of course, had come into intimate association with a very large number of solicitors' managing clerks, and he was glad to think that as a body they had formed such an opinion of him during the time he was in practice when he met them as clients and in former days as opponents at Judges' Chambers and so on as to have made him their guest this evening. Looking at the association as the representative body of the managing clerks, he felt that it was a very great advantage to its members. The solicitors had the Incorporated Law Society, and this was an illustration of the great advantage to that branch of the legal profession it was to have an institution of that kind. He supposed it began as an entirely voluntary association: of course it was voluntary still in the sense that no solicitors was compelled to belong to it, but it had been entrusted by the Legislature with most important duties, and had established a position of very great influence and power. The medical profession, again, had their representative institution The bar until recently had nothing of the kind, but it had now its representative body, and there was no doubt that the body which began under the name of the Bar Committee and was now the Bar Council, had done a great deal for the bar. It was consulted on many important matters, and its influence was felt and its opinions were given effect to as never had been the case with the bar before. It was a comparatively young body and its influence was rapidly increasing. The Solicitors' Managing Clerks' Association had been established six years. Its position in the profession was no doubt a special one, and there must be many matters in which managing clerks were interested where it was very desirable they should have the opportunity of meeting together to consider, and with regard to which they should make their opinions known, and without some such association they could not possibly do this. The association was the voice of its members. He had not the slightest doubt that the association was of the greatest service to its members and to others amongst whom its influence was felt. Speaking for the judges, there were many matters of professional practice and so on upon which they would wish to get the opinion of gentlemen of the practical experience possessed by solicitors' managing clerks, and by the existence of the association they got a representative opinion. There were many matters, questions of practice, questions possibly where very great assistance would be rendered to the public, and in regard to which legal machinery generally might be improved in that way. He saw from the last report that there were a great many managing clerks who at present had not become members of the association. That, he expected, was the experience of all newly-formed bodies, but they must trust to doing useful work, and to making their usefulness known amongst the profession, and if they did that the numbers would of course increase every year. He confidently anticipated that that would be the result of the association's labours.

The Chairman in returning thanks observed that he thought the association was marking time. It decidedly was not going backwards, but it was not going forward. One thing that pleased him very much was that the whole of the past, as well as the present, officers with one exception were seated at the tables. That was a good sign. The association was keeping the old members—members who understood it, members who did not come in for a year and having got an increase of their salary at once go out again. During the past as in the previous year the association had made a very great effort to improve the legal knowledge of managing clerks, an improvement of which they were greatly in need. Lectures had been delivered by the most eminent men on the most varied subjects, and they had been not only instructive but in all cases most interesting. It was marvellous how after having done their work in the courts they could speak upon that dry subject, the law, in the charming manner which had marked their addresses in each case, for the addresses had been not only instructive but also amusing. One more effort the association made, which he saw the Bar Council claimed credit for, and that was to petition the House of Commons that lifts might be placed in the Law Courts. They had been assured by the President of the Board of Trade that the sum necessary for the lifts was in the estimates, and so they would be constructed in time. He thought the association did not progress for one very good reason. The fact was that nearly every managing clerk was on such good terms with his principals that he was afraid that by joining the association he might change that position. Speaking for his own principals, who were rather eminent at the Incorporated Law Society, he could say that they did not blame him for joining the association, or its members for combining together. The Incorporated Law Society were working from their point of view, and it necessarily followed that they could not work from the point of view of the association. The Incorporated Law Society had all sorts of people to consider, solicitors in all parts of the country, and they were bound to consider themselves as a body. One thing, however, he did not quite like, and that was that the eminent judges to whom the matter of granting or refusing dispensation orders in the case of managing clerks desiring to enter into articles were in the habit in most instances of referring the applications to the Incorporated Law Society—though not in every case—for consideration. If the Council were to call up the applicant before them and so see the individual they were dealing with, and then say, if they thought proper, that they did not think he should have the dispensation order, he (the chairman) for one would not complain. But having been recommended by their principals, and having everything in their favour from that point of view, the petition was sent to the Law Institution, which the Act of Parliament did not require, and without seeing the applicant the judges were recommended not to allow the petition. In many cases he was glad to find the judges went beyond the decision of the Law Society and granted the application. What he said was, let merit succeed, and if a man was recommended by his principal and supported by the profession, he ought to have the dispensation order if he was found by the judge to be worthy of it. He appealed to those present that the most practical men and the best men from all points of view in the Law Courts were those who were past managing clerks. But nowadays men were appointed to positions in the courts who had had absolutely no experience in the matters which came before them. He recollected one gentleman was appointed—he certainly did not come from a lawyer's office—to a position in the Taxing Office; and he said to one of the clerks who went before him, "What do these queries mean?" "Oh," said the clerk, "they are the strike off," and the official proceeded at once to strike off the queries. There was a good deal of that sort of thing. Gentlemen were found taxing the bill of costs who had had no experience whatever of the law, either at the bar or as solicitors or anything else, and no confidence could be placed in them. He should like to see the good old times once more when the clerks at chambers were appointed from the solicitor branch and were men who had had great experience. The association was worthy of the support of all managing clerks, and he urged upon the members the necessity of endeavouring to induce other managing clerks to join it.

Mr. M. Kelleher (vice-president) gave the health of "The Legal Profession." He asserted that solicitors' managing clerks loved their profession, and if they had not to play a very important part in the profession it was at all events a very useful and necessary one. In proof of this he might instance what had always been conceded, the extraordinary manner in which they fulfilled their duties to their principals and devoted their best interests to their service. England was proud of its judges, and very justly so. If he excepted those learned counsel who were continually in the Supreme Courts, there were few, if any, bodies of men who had better opportunities for acquiring the knowledge that the public possessed in the judges the most painstaking, the ablest, the most hardworking body of servants possible, than the managing clerks. The people of the country had the utmost confidence and placed the most implicit trust in the high integrity, the honour, the strict impartiality, and the determination of the judges to do their best to dispense justice without fear or favour. He was confident also that the bar retained public favour, and whatever good was to be said concerning the bar might also be said with equal force as regarded the general body of solicitors, whose reputation stood as high as ever it had done.

Dr. Blake Odgers, Q.C., returned thanks. He remarked that the law was a very extensive profession and all sorts of people were in it, judges, Queen's counsel, junior bar, solicitors, managing clerks and all the other clerks, masters, associates, chief clerks, and all the others. He was afraid it was a misunderstood and maligned profession; nobody seemed to be so fond of solicitors as they ought to be. Nobody was fond of barristers. Young ladies were devoted to their curates, old ladies were devoted to their medical men, but nobody seemed to be quite so fond of their solicitors as they ought to be. He had never met anybody who cared twopence about a barrister. It was true that Mrs. Weldon once wrote him a little note, in which she said, "Odgers is my Bible," but then she was referring to his book, not to him. The novelist never did justice to the legal profession, and at the theatre the attorney of the stage might be considerably improved. He could not conceive why such absolute caricatures of lawyers appeared in the books of plays. It was a very ancient profession, it was a learned profession, and it was a laborious profession. All solicitors' managing clerks were expected to know the practice of the Queen's Bench, Chancery, Admiralty Division, Bankruptcy, and every sort of practice, and it had always been a marvel to him how they could manage to do it. Lastly, the legal profession was an honourable profession. Whatever it may have been in the past, it was now an honourable profession in all its branches.

Mr. T. C. Tunstall submitted the toast of "Our Guests."

Mr. F. O. Crump, Q.C, in returning thanks, humorously remarked on the monstrous tendency of modern times to bring about legislation which took away the employment of lawyers—such as Bills for reforming money-lending and for preventing secret commissions, both of which customs frequently led to litigation.

Mr. C. E. Jenkins, Q.C., also acknowledged the compliment. He said the position of managing clerk to a large firm of solicitors was one of the most onerous and responsible positions it was possible to conceive. It was a position which, as far as he knew, was always discharged with credit and ability. First of all there was the law client, whose interests were attended to not only with ability, but with pertinacity, and as if it was the most important case that had ever come into court. Then there was the solicitor to whom the managing clerk devoted the best of his time and of his ability, and very often the best years of his life. Lastly, there was the counsel, who had to rely upon not merely the instructions of the managing clerk, but the way in which the case was got up, and for assistance for which he had often to ask and never in vain. Speaking more as a junior, he had been brought into close contact with many present, and he had always found them not only ready to assist him to the utmost of their power, but such assistance as counsel could give was always recognized with gratitude far greater than he thought was deserved.

The remaining toasts were "The Officers," proposed by Mr. Hawkes, and acknowledged by Mr. F. Spooner (secretary) and Mr. Smart, and "The Chairman," given by Mr. W. H. Eldridge, Mr. Briggs returning thanks.

A programme of music under the direction of the Court Part Singers was excellently rendered during dessert.

LAW FIRE INSURANCE SOCIETY.

ANNUAL MEETING.

The annual general meeting of shareholders of the Law Fire Insurance Society was held on Tuesday at the society's house, Chancery-lane, Sir Richard Nicholson (chairman) presiding. The fifty-third annual report stated that the premium income of the year 1898 amounted to £151,816, and showed an increase of £3,257 over that of the previous year. The total amount insured was estimated at £128,000,000. The fire losses paid in 1898 and outstanding on the 31st of December of that year amounted to £103,450, but it was to be observed in this connection that "outstanding claims," hitherto dealt with by a foot-note to the balance-sheet, had now for the first time been brought into the annual account under the head of receipts and disbursements. The amount of outstanding claims on the 31st of December, 1897, was £31,260; that on the 31st of December, 1898, was £9,556. It might be useful to remind the shareholders that the £31,260 outstanding on the 31st of December, 1897, arose principally from the exceptionally large fire in Cripplegate and Jewin-street. The exceptional amount of claims paid in 1898, consequent principally upon the disastrous Cripplegate fire in 1897, had made it desirable temporarily, and for the first time, to draw upon the accumulated profits constituting the reserve fund, which, however, still stood at the satisfactory amount of £115,000. The ratio which the losses paid in 1898 bore to the net premium income for the year was 61·8 per cent.; the expenses of management were 15 per cent.; and the commission 13 per cent. The board had much pleasure in recording their great appreciation of the results attending the active exertions of the numerous agents of the society in the provinces, as well as in the metropolis, and of the zeal and assiduity of the officers of the society.

The SECRETARY (Mr. G. W. BELL) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, expressed the regret not only of the directors, but also of the shareholders, at the loss sustained by the society in the deaths of three of the directors. Mr. J. M. Clabon had been on the board for twenty-two years—namely, from 1877 to 1899, who was a courteous gentleman of the old school, an able man of affairs, and devoted a good deal of time to the interests of the society. Mr. E. L. Rowcliffe had been with them from 1892 to 1898, and was a much valued colleague, of business habits and large experience, which were found to be of great use to the board. Mr. G. E. Steward had been with them only two years. He had been carried off comparatively a young man. The board had valued greatly his broad comm n sense and his great busines habits. They had also lost Mr. W. T. Neve, for twenty-eight years one of the auditors, the duties of which office he had discharged to the satisfaction of all his colleagues. Mr. Steward's place, I may remind you, was filled up by the selection of Mr. Trevor Williams, whom we are pleased to welcome amongst us to-day. Turning to the accounts, he said the one item on which he could congratulate the meeting, as in former years, was that which went to shew that their progress had been continuous in the shape of the annual premiums. In 1898 the premium income amounted to £151,816 or £3,257 more than in 1897. That was not a very big figure, but still it had been, as in previous years, continuous and encouraging, and it was a figure which he need not remind the shareholders they could if they pleased bring up to a very much larger amount. The total amount insured was £128,000,000, as against £125,500,000 in 1897. This again was evidence of gradual if not any very great progress; but still it was evidence of progress, in spite of the continued and increasing competition with which they had to contend. 1897 was a bad year for the society; 1898 was a very bad year for insurance offices all over the kingdom, not so much in the number of the fires as in the volume with which the offices had to contend. The number of fires in 1897 in the metropolitan district was 3,500, the number in 1898 was 3,585. It might be interesting to know that of these fires 122 were ascribable to children playing with lucifer matches; to defective flues, 105; to hot ashes, 100; mineral oil lamps, a thing which always asserted itself, 373; and to lights thrown down basements, 319. It was quite clear that the carlessness and wickedness of the world was still rife, and that they had suffered a great deal from the last item. 1,772 fires occurred in private houses, churches, or schools, which were usually considered first-class risks. The consequence of the large aggregate of fires in 1898 was that the society paid a much larger sum than they had been accustomed to pay. They paid £103,450 to cover not only claims during 1898, but outstanding claims in respect of 1897, and outstanding claims in respect of 1898 which had never before been brought into the account. The reason for the change was that most other offices had brought into their account the losses outstanding, and it was better under the circumstances, and seemed more business-like, to follow suit in that respect. The sum paid in respect of losses in 1897 was £63,887. There were outstanding in respect of that year £31,260, which had been formerly dealt with by a foot-note to the account. That made the total £95,147. The accounts for 1898 showed a total of payments of claims discharged and outstanding of £103,450. If there was taken from that the £31,260 brought forward from 1897, that reduced the loss for the year 1898 to £72,190, or something like £9,000 more than in 1897. The percentage of losses with reference to the premium income had been larger than anything the society had had to deal with hitherto, but that percentage was attributable to the fact that in calculating it they were dealing with the £31,260, which was an 1897 item. So the percentage was 61, but if from the amount paid in 1898 were taken off the sum attributable to 1897 it would be found that the percentage was reduced to 47·54. This was certainly a little higher than what they had been accustomed to, but still he hoped it was not a very unsatisfactory figure. Having regard to the fact that the form of account was changed, and that there was brought into the account for 1898 a very much larger sum than was attributable to that particular year, and to the heavy fires which had occurred, the board had felt that it was necessary for them, in order to deal with the claims upon the society, to have recourse to a fund which had hitherto remained on a pinnacle untouched. They had to pay in respect of 1897 over £31,000, and it was necessary, to meet these claims, and the claims accruing in 1898, that they should have recourse to the reserve fund. Hitherto the society had always paid its way, and a very handsome dividend out of premium income, and the interest upon the securities. For the first time they had had recourse to the reserve fund, and he hoped it might be the last. The balance on the receipts and disbursements was £46,660, as against £54,901 for 1897, shewing a diminution of £8,240. The premium income shewed an increase of £3,250. On the other side, the increase on losses was £39,563, which he had already explained. There was an increase in the commission of £665, which he hoped had brought its equivalent in increased business. Expenses of management shewed an increase of £837; that partly consisted of what the directors thought would be a very proper contribution to the assistance of the widow of an old officer of the society, who had been with them some fifty years. The outstanding fire losses were £9,556. The total on that side of the account was £295,557, as against £318,000 in 1897, which shewed a difference of £22,473. He was glad to be able to say that the directors felt that, having regard to the position of the society and to the fact that it depended, as did all other fire offices, upon averages which up to this time had been found to work remarkably well—having regard to that, and also to the fact that 1897 and 1898 must be reckoned as abnormal years, the directors had felt that they might deal to a certain extent with the reserve fund for the purpose of assisting the dividend. The society had already paid a dividend of 5s. per share, and now he was able to announce that they proposed to pay an additional dividend of 12s. 6d ,which would make up the dividend the shareholders had been in the habit of receiving of 17s. 6d. per share. The reserve fund had arisen out of savings of income, and was properly appropriated to any purpose of the society which needed the application of any part of it for the time being, and, having regard to the fact that for fifty years and more the society had not had occasion to resort to that fund, and that they might reasonably expect that their business conducted on the same lines as hitherto would take a turn for the better, and that the state of things altogether justified it, the board had thought it right to declare that dividend. They all felt, and everybody connected with insurance had felt, that it was very desirable that there should be a sufficient reserve. He would always be very glad to see the reserve fund creeping up and up, but they had to deal with facts. The board looked with confidence to the shareholders, to the public at large, and to the society's agents to assist them as best they could by increasing the business of the society. The society had increased on an average £2,000 or £3,000 a year in premium income for several years past; but that was not as much as the board would like to see. They thought that, with a little more exertion on the part of the shareholders and of the agents, and a little more support from the public, they might add to that increase very considerably. He could not but express, on the part of his colleagues and himself, their indebtedness to their old friend Mr. Bell for the constant and careful assistance which he had always rendered. He was *facile princeps* in matters of fire insurance. They had the greatest confidence in his judgment and ability, and both were always at the command of the board. They were also much indebted to the officers of the society and the agents. The officers were loyal and willing, and were as anxious as the board themselves for the interests of the society.

Lord HOBHOUSE seconded the motion, which was agreed to unanimously.

On the motion of the CHAIRMAN the retiring directors, Messrs. Joseph Perceval Tatham, Joseph Augustus Hellard, George Rooper, Frederick Peake, Octavius Leefe, Richard Walter Tweedie, Romer Williams, and Richard Mills, were re-elected.

The CHAIRMAN also moved that the retiring auditors, Messrs. James Frederick Burton, John Henry Hortin, and Charles Robert Roberts West, be re-elected, and this was agreed to.

On the motion of Mr. W. B. DYNE, seconded by Mr. WILD, Mr. J. E. W. Rider was elected a director in the place of the late Mr. Clabon.

On the motion of Mr. F. HORE, seconded by Mr. G. T. POWELL, Mr. E. C. Holmes was elected a director in the place of the late Mr. Rowcliffe.

On the motion of Mr. LONGBOURNE, seconded by Mr. POWELL, Mr. Edmund Church was elected an auditor in the place of the late Mr. Neve.

A vote of thanks to the Chairman and directors, moved by Mr. POWELL and seconded by Mr. HORE, terminated the proceedings.

THE HARDWICKE SOCIETY.

The annual dinner of the Hardwicke Society was held at the Trocadero Restaurant on Monday, when the United States Ambassador and the Lord Chief Justice were the guests of the evening. The chair was taken by Mr. Cecil Walsh, president of the society.

The CHAIRMAN having proposed the loyal toasts, Mr. M. M. MACNAGHTEN gave "The Bench," Mr. Justice MATHEW responding.

Lord Justice ROMER proposed "The Bar," and Sir E. CLARKE replied.

The LORD CHIEF JUSTICE then proposed "The American Bench and Bar." He said that his feeling in approaching this toast was one of oppression because of the immensity of the subject. In this small island we had superior judges sitting in the new courts to the number of twenty-five. In the one State of New York alone there were seventy judges of the superior courts, and nearly three times that number in the lower grades of the judicial hierarchy. If they multiplied that number by forty-five, the number of the States, they arrived at a truly oppressive figure. There were some criticisms which he thought might fairly be made with

reference to the American bench. Although the judges of the Federal Courts had fixity of tenure, the judges of the States Courts had none. There was no more necessary judicial quality than the sturdy independence of the bench. Then it ought to be regarded for the interest of the whole community that service in the highest judicial offices should be an object of ambition and be sought after by the best intellects of the bar. Human nature being as it was, it could not be doubted that, in regard to the renumeration for judicial services in the United States, the exceptions were rare where the best men at the bar would seek judicial office, or accept it if offered. One marked exception was the bench of the Supreme Court of Washington, where men were attracted not by the greatness of the emoluments of the position, but because it was a great position. The wonder to him was that, having regard to the conditions relating to the judiciary of the United States, that country had been able to command, as had undoubtedly been the case, the services of some of their great men.

The UNITED STATES AMBASSADOR responded to the toast. He observed that the American bar numbered no fewer than 90,000 members. He had listened to the criticisms of the Lord Chief Justice, but he had heard him say nothing to derogate from the honour, integrity, and courage of those 90,000 lawyers. American, like English lawyers, had exhibited a truly chivalric spirit as defenders of those great constitutional safeguards in which the right of liberty, life, and property was secured to them. He agreed with some of the criticisms passed by the Lord Chief Justice, but he desired to point out that in America justice was administered to the satisfaction of the people. Substantial justice was brought home to their very doors, it was within the reach of every man, and it was cheap. Men were encouraged to defend and maintain their rights in the courts, and the extraordinary system prevailing in this country of making the losing party pay the expenses of the successful was unknown in the United States. Whatever might be said, the fact remained that in America they were very rich in the bulk of litigation. The Supreme Court was a great pride and glory. There the judges held office on the same tenure as the English judges, and the bench had always been occupied by men who were not only excellent lawyers but who possessed great personal force and weight of character.

The toast of "The Hardwicke Society" was given by Mr. CRACKANTHORPE, the PRESIDENT responding. The last toast was that of "Past Officers," which was given by Mr. Justice DARLING and replied to by Mr. T. MATHEW.

LEGAL NEWS.

APPOINTMENTS.

Mr. W. BOWEN ROWLANDS, Q.C., has been elected Master of the Library of the Honourable Society of Gray's-inn, in the place of Mr. John A. Russell, Q.C., resigned.

Mr. CORNELIUS MARSHALL WARMINGTON, Q.C., has been elected Vice-Chairman of the General Council of the Bar, in succession to Mr. Joseph Walton, Q.C., who was recently appointed Chairman.

Mr. HENRY GORDON SHEE, Q.C., and Mr. HENRY FIELDING DICKENS, Q.C., have been elected Benchers of the Inner Temple, in succession to the late Dr. Spinks, Q.C., and the late Mr. Bulwer, Q.C.

INFORMATION REQUIRED.

Miss AGNES MARY POLLEY, deceased.—The above-named lady, who at the time of her death in April, 1899, was living at Hampstead-heath, had previously lived at Balham, in Surrey, at Warley and Brentwood, in Essex, and at Bowman's-green, near St. Albans, Herts. It is supposed that she may have made a Will during the last ten years. Any solicitor or other person who can give any information as to the existence or custody of a Will (if any) of the deceased is requested to communicate with Crick & Freeman, solicitors, Maldon, Essex.

GENERAL.

Mr. Justice Phillimore will be the Whitsun Vacation Judge.

It is stated that the late Mr. George Francis Eland, solicitor, has bequeathed to the Incorporated Law Society, for their library, his bound volumes of *Vanity Fair*, extending over 25 years.

The Lord Chief Justice will preside at the congratulatory dinner to Mr. Ambrose, Q.C., on his appointment as a Master in Lunacy, which will be held on Saturday, the 13th inst., at the Grand Hotel, at 7.45. Particulars may be obtained from Mr. H. Collison, 1, Temple-gardens, E.C.

The Hon. Hukin Chand, M.A., member of the Legislative Council, and legal adviser to H.H. the Nizam's Government, Hyderabad, author of a "Treatise on the Law of Res Judicata," and a "Treatise on the Law of Consent," is now in London on a visit to this country. He has been cordially received by the Master of the Rolls and the Lords Justices, who on Friday last week courteously invited him to a seat on the bench.

In the House of Commons on Tuesday Mr. Ascroft asked the Chancellor of the Exchequer whether any special instructions had been given to the officials at Somerset House in respect to the new duties payable on the capital of limited liability companies on registration, under the Finance Act, 1899; whether such duties were payable before that Act had received the Royal Assent; whether any orders were issued to the officials at Somerset House in 1864 in respect to the duties payable under a similar Act of Parliament; and whether such orders were still in force or had been cancelled. The Chancellor of the Exchequer said: A mistake occurred in this matter, for which, of course, I take the responsibility. But some days ago instructions were given to charge this new duty from the date at which the Finance Bill becomes law. With regard to the last two paragraphs, I do not know to what Act of Parliament the hon. member may be referring; but, so far as I have been able to ascertain, no special instructions with regard to new stamp duties are known to have been issued in 1864.

On the 26th ult., being the grand day of Easter term, the treasurer of Gray's-inn (Mr. Stuart C. Macaskie) and the masters of the bench entertained at dinner the following guests—viz.: The American Ambassador, Lord Davey, Mr. Jesse Collings, M.P., Lord Justice Rigby, Justices Grantham, Lawrance, Bigham, and Buckuill, Sir Hector M. Hay, Bart., the Hon. Charles Andrews (Judge of the Court of Appeal, New York), Sir Philip Fysh (Agent-General for Tasmania), Sir Howard Vincent, Colonel Hector A. Macdonald, C.B., D.S.O. (A.D.C. to the Queen), the Treasurer of the Inner Temple (Judge Baylis, Q.C.), and Mr. Fison, M.P. The masters of the bench present, in addition to the treasurer, were: Lord Ashbourne, Lord Shand, Mr. Henry Griffith, Mr. Hugh Shield, Q.C., Mr. James Sheil, Mr. Rose, His Honour Judge Paterson, Mr. Mattinson, Q.C., Mr. Lewis Coward, Mr. Montague Lush, Mr. Dunbar Barton, Q.C., M.P., Mr. Duke, Q.C., with the preacher, the Rev. J. H. Lupton, D.D.

From the report for 1898 of the Charity Commissioners for England and Wales it appears that the number of orders made by the Commissioners appointing trustees, establishing schemes, or vesting real estate was 682, against 715 in 1897, and the total number of such orders since 1854 has been 14,805; and that the total amount in stocks and investments held by the Official Trustees of Charitable Funds on the 31st of December last was £19,550,601 divided into 20,463 separate accounts. Among the matters dealt with in the report is the question whether persons other than members of the Church of England are admissible to an almshouse the inmates of which are required to attend service according to the doctrine and rites of the Church of England in the chapel of the almshouse. In *Attorney-General* v. *Calvert*, Sir J. Romilly, M.R., said: "I am unable to see anything in this will which should exclude any Dissenters from obtaining the benefit of the charity created by it who can conscientiously comply with the directions laid down by the founder. Whether the Dissenter can do so or not is an affair between God and his own conscience, but as I conceive the duties imposed upon the trustees it is not an affair upon which they are called upon to judge." These principles, the report says, were applied by the Court of Appeal to the case of *Ross's Charity*, where the charity was extended to six old and poor widows, "with preference to those who, not being disabled by infirmity and sickness, are most constant in their attendance in the public service of the Church." On the other hand, in *Perry Almshouses* the founder prescribed that the inmates shall have attended Divine service at the church of the parish of their respective residences every Sunday for the last five years of their respective lives and been partakers of the Holy Communion." The court accordingly came to the conclusion that it was the intention of the founder in this case to benefit members of the Church of England only.

At the Birmingham County Court this week Judge Whitehorne said that on Saturday he received from the Home Office a circular acquainting him with certain important alterations coming into operation that day in the treatment of debtor prisoners. There were three principal alterations, and, as they would directly affect those judgment debtors whom he committed that day, he thought it right publicly to refer to them. The first alteration was upon the rule allowing debtors to obtain their own food, drink, and bedding from outside. Under the new rules they would receive the allowance of food prescribed for offenders of the first division who did not maintain themselves. The second alteration was upon the rule permitting the prisoners to work. By the new rule they would be required to work either at their own trade or profession, or at work of an industrial or manufacturing nature, and they would receive the whole of their earnings subject to a deduction for the cost of maintenance and for the use of implements when furnished by the prison. The third alteration seemed to him most important. Under the old rule the prisoners were allowed to occupy a common room during the day; by the new rule a debtor would be confined to his cell at all times except when at chapel or exercise. Debtors would still be allowed to wear their own clothes, they would be kept seperate from criminal prisoners, and they would be allowed to receive a visit and also to write and receive a letter once a week. These were the alterations which at the last moment had been communicated to him. He ventured to express some regret that time had not been given to him to consider the effect of the alterations, and he need hardly say that they must have further communications about the changes as everybody knew the practice had been to commit male debtors for a period of forty days. Subject to correction it appeared to him that the alterations made the punishment much more severe and brought debtors more closely to the status of criminals. Forty days under the old rules was one thing, but he thought forty days under the new rules was a different thing. He should lose no time in seeking for further enlightenment, but at present he thought that twenty-one days under the new rules would be about equivalent to forty days under the old. His Honour proceeded with the hearing of judgment summonses, and restricted the period of committal to twenty-one days.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, May 8	Mr. Godfrey	Mr. Lavie	Mr. Pugh
Tuesday 9	Leach	Carrington	Beal
Wednesday 10	Godfrey	Lavie	Pugh
Thursday 11	Leach	Carrington	Beal
Friday 12	Godfrey	Lavie	Pugh
Saturday 13	Leach	Carrington	Beal
	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.	Mr. Justice COZENS-HARDY.
Monday, May 8	Mr. Church	Mr. King	Mr. Pemberton
Tuesday 9	Greswell	Farmer	Jackson
Wednesday 10	Church	King	Pemberton
Thursday 11	Greswell	Farmer	Jackson
Friday 12	Church	King	Pemberton
Saturday 13	Greswell	Farmer	Jackson

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 8.—Messrs. GREEN & SON, at the Mart, at 1, Spring Grove, Isleworth, Middlesex, within nine miles of Hyde-park-corner, and four from Richmond-park and Kew-gardens, the remaining portions of the Spring Grove Estate, of 120 acres of Freehold Building Land, overlooking Osterley-park (the seat of the Earl of Jersey). Solicitors, Messrs. Harries, Wilkinson, & Raikes, London.—Cambridge-park, Wanstead: Freehold Detached Residence, with possession, within ten minutes' walk of Leytonstone and Snaresbrook Stations. Solicitor, Howard C. Morris, Esq., London. (See advertisements, April 29, p. 5.)

May 8.—Messrs. HUMBERT & FLINT (in conjunction with Messrs. A. SAVILL & SON), at the Mart, at 2, the Freehold Residential Estate known as "Shelley Hall," adjacent to the town of Ongar, and in the district of Essex Hunt; an old-fashioned residence, in grounds of 232 acres of arable and meadow lands, with farmhouses, &c., let at £410 per annum. Solicitors, Messrs. Rooper & Whately, London. (See advertisement, this week, p. 470.)

May 9.—Messrs. WATERER & SONS, at the Mart, at 2, Shares in the London Bank of Australia and London Joint Stock Bank. Solicitors, Messrs. William Webb & Co., London. (See advertisement, this week, p. 5.)

May 10.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, Freehold Estate at Mill Hill Hendon, comprising 100 acres, with nearly 2 miles of building frontages. Solicitors, Messrs. Soames & Thompson, London.—One undivided moiety of Freehold Property, near the City-road, known as the Imperial Mills, with 200ft. each of road and water frontage, covered with buildings valued at over £400 per annum. Solicitors, Messrs. Boulton, Sons, & Sandeman, London. (See advertisement, this week, p. 5.)

May 10.—Messrs. HERRING, SON, & DAW, at the Mart, at 2, Leasehold Ground-rent of £99 per annum, secured upon 22 houses in New Cross, estimated to produce £686 8s. per annum. Solicitors, Messrs. Stones, Morris, & Stone, London. (See advertisement, April 22, p. 431.)

May 10.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2:—Upper Norwood, a double-fronted detached Residence, containing 13 rooms, with excellent garden; ready for occupation; rental £130. Solicitors, Messrs. Martin & Nicholson, London.—Streatham: 26, Tankerville-road, value £38; lease 80 years. Solicitor, S. P. Clare, Esq., London.—Clapham-common: Improved Rental of £80 per annum. Solicitors, Messrs. Everett & Hodgkinson, London.—Stepney: 9, Bromley-street; let at £36 per annum. Solicitors, Messrs. Fairfax, Brooks, & Heller, London.—Walthamstow: Freehold, with possession, containing 8 rooms; rental £32. Solicitors, Messrs. Monro, Slack, & Co, London.—Two Parcels of Freehold Ground-rents, amounting to £37 16s and £14 respectively, secured upon 9 Houses, recently erected, and of the rack-rental of £325 per annum. Solicitors, Messrs. Thorne & Welsford and Messrs. Linklater & Co., both of London.—20 Freehold Plots of Building Land on the Ilford Park Estate. Solicitors, Messrs. Pettiver & Pearkes, and Messrs. Thorne & Welsford, both of London.—£1,600 5 per Cent. Perpetual Debenture Stock in the Harrogate Gas Co.—Modern Weekly Houses at West Croydon, producing £439 8s. per annum; lease 98 years; also Weekly Houses; total rental amounts £772 4s. per annum; lease 92 years. Solicitors, Messrs. Kingsbury & Turner, London. (See advertisements, April 29, p. 5.)

May 11.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2:—Holloway, important Freehold Estate, now producing £528 16s. per annum, principally in ground-rents, with early reversions secured upon nearly 5 acres of land with rack-rental value of £2,600 a year. Solicitors, Messrs. Currie, Williams, & Williams, London. (See advertisements, April 29, p. 448.)

May 11.—Messrs. STIMSON & SONS, at the Mart, at 2, Freehold Ground-rents of £795 8s. per annum, secured upon 17 houses and shops, fully-licensed public-house, and 164 houses, at Ball's Pond and Hackney, producing rack-rents of £6,000 per annum. Solicitors, Messrs. Layton, Sons, & London, London.—Four Freehold Semi-detached Residences, close to St. John's Church, Hackney; producing £158 per annum. Copyhold Baker's Shop and Premises at Homerton, leased for 30 years, expiring 1900, at £32 per annum, reversion to rack-rent estimated at £60 per annum. Solicitors, Messrs. Layton, Sons, & London, London. (See advertisements, April 29, p. 5.)

RESULTS OF SALES.

SALE OF REVERSIONS, LIFE POLICIES, AND GORDON HOTEL SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual fortnightly Sale of Reversions, Life Policies, &c., at the Mart, E.C., on Thursday last, when they sold the majority of their Lots for the total of £16,415, as follows:—

		£
REVERSIONS:		
Absolute to "West Lodge," Park-hill, Clapham, Surrey; leasehold, producing £85 per annum; life 72	Sold	260
Absolute to One-fourth of £4,522; life 64	"	620
Absolute to One-third of £50,000; life 52...	"	7,520
To One-twelfth of £11,000; lives 65, 30, and 61...	"	185
LIFE POLICIES:		
For £3,000, in the Eagle; life 65	"	1,530
For £2,000, in the Law Life; life 44	"	1,400
GORDON HOTELS, LIMITED, 4 Deferred Shares of £10 each, fully paid	"	4,900

Messrs. DAVID BURNETT & Co., at the Fishmonger's Arms, Wood Green, on Thursday, April 27, sold 122 plots of Freehold Building Land, comprising the first portion of the Chitt's Hill Park Estate, Wood Green, for £9 092, being at the rate of £1 742 per acre.

Messrs. C. C. & T. MOORE sold, on Thursday, two residences in Tredegar-road, Bow (freehold), £1,180; two Shops and Dwelling-houses, St George's-street, E. (freehold), £1,000; three Dwelling-houses in Fairfoot-road, Bow (freehold), £485; and three Dwelling-houses in Cadiz-street, Stepney (leasehold), £340. Result of sale, £3,245.

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AWNING SYNDICATE, LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to Phillip Michael Beck, 126 and 127, High-street, Shoreditch. Davis, 21, Liverpool st, solor

CARL ROSA OPERA CO, LIMITED—Petn for winding up, presented April 25, directed to be heard on May 10. Sanders, 8, George st, Hanover sq, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 9

DEANHEAD WATER CO, LIMITED—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. John William Leek, Hopwood lane, Halifax, Yorks. Schofield, Halifax, solor for liquidator

HANLEY COLLIERY CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. A. Cowlishaw, Basford Stoke on Trent. Tarbolton, Manchester, solor to liquidators

LADY MARGARET GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required on or before May 31, to send their names and addresses, and particulars of their debts or claims, to William Townshend Trevenen, Finsbury House, Blomfield st Mayo & Co, Drapers' gdns, solors for liquidator

MANCHESTER MAT MAKERS' SOCIETY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 29, to send their names and addresses, and the particulars of their debts or claims, to D Viney, 128, Church st, Bradford

NEW RUSSELL GOLD AND EXPLORATION, LIMITED—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Henry Bacon, 20, Buckleasbury

R. H FELL & SON, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Robert Fletcher Allured, 45, Spring gdns, Manchester. Sale & Co, Manchester, solors to liquidator

ROYAL STANDARD GOLD MINES, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Ernest Layton Bennett, 55 and 56, Bishopsgate st. Kimbers & Boatman, Lombard st, solors for liquidator

WESTMINSTER MANUFACTURING CO, LIMITED—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Wm. B. Peat, 3, Lothbury

WHITTON PARK ESTATE CO, LIMITED—Petn for winding up, presented April 25, directed to be heard on May 10. Quayle & Ouvry, Talbot House, Arundel st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 9

UNLIMITED IN CHANCERY.

BRISTOL FLOUR AND BREAD CONCERN—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Mr Frederick Warner Waite, Somerset chmbrs, Corn st, Bristol. Gwynn & Masters, Bristol, solors for liquidator

London Gazette.—TUESDAY, May 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALASIAN GOLD TRUST, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr Alexander Parkes, 9, St. Mildred's ct. Burn & Berridge, 11, Old Broad st, solors to liquidators

BENDIGO GOLDFIELDS, LIMITED—Creditors in the United Kingdom are required, on or before June 15, and those residing in the Colonies on Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st. Parker, Finsbury House, Blomfield st, solor to liquidator

HARTRIDGE'S SMOKELESS FUEL, LIMITED—Petn for winding up, presented April 25, directed to be heard May 10. Spyer & Sons, 53, New Broad st, petner's solicitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 9

NEW CHUM GOLD MINES, LIMITED—Creditors in the United Kingdom are required, on or before June 15, and those residing in the Colonies on Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st. Parker, Finsbury House, Blomfield st, solor for liquidator

SOUTHERN NEW CHUM GOLD MINES, LIMITED—Creditors in the United Kingdom are required, on or before June 15, and those residing in the Colonies on Oct 1st, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st. Parker, Finsbury House, Blomfield st, solor to liquidator

WILLIAM T SMITH & Co, LIMITED—Creditors are required, on or before June 12, to send their names and addresses, and particulars of their debts or claims, to Mr A. H. Lord, 194, Chorley Old rd, Bolton. J. & W. Balshaw, Bolton, solors to liquidator

FRIENDLY SOCIETY DISSOLVED.

NORTHERN FRIENDLY COLLECTING SOCIETY, 1, Park crescent West, Park rd, Wigan, Lancs. April 26

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 28.

RECEIVING ORDERS.

ALLEN, HUGH PERCY, Sydenham, Corn Merchant Croydon Pet April 26 Ord April 26

ARCHER, GEORGE, Clapton, Licensed Victualler High Court Pet March 6 Ord April 25

BARTON, EDWARD HARFIELD, and EDWARD HARFIELD BARTON, jun, Gracechurch st, Timber Merchants High Court Pet April 26 Ord April 26

BENNION, STEPHEN, Leek, Staffs, Saddler Macclesfield Pet April 25 Ord April 25

BLISS, RALPH LEE, Norwich, Accountant Norwich Pet April 25 Ord April 25

BOTHAM, JOSIAH ELLIOTT, Brampton, Derby, Farmer Chesterfield Pet April 24 Ord April 24

BRICE, MARTHA ISABELLA, Bristol, Baker Bristol Pet April 25 Ord April 26

COOMBE, FRANCIS JOHN, Chepstow, Mon, Gardener Newport, Mon Pet April 26 Ord April 26

DURRAD, ROBERT ALFRED, Leicester, Agent Leicester Pet April 25 Ord April 25

FARRAR, ELIJAH, Wimbish, nr Saffron Waldon, Gamekeeper Cambridge Pet April 24 Ord April 24

FINN, ALFRED, St Ann's rd, Stamford Hill, Builder Edmonton Pet March 28 Ord April 24

FLETCHER, WILLIAM JOHN HARVEY, Uttoxeter, Physician Burton on Trent Pet April 25 Ord April 25

FORRESTER, GEORGE, Chester, Builder Chester Pet April 17 Ord April 26

HEAL, TOM, Pokesdown, Southampton, Builder Poole Pet April 25 Ord April 25

HIGNETT, WILLIAM ROWLAND, Nottingham, Scale Manufacturer Nottingham Pet March 23 Ord April 24

ISHERWOOD, GEORGE EDWARD, Cleckheaton, Yorks, Joiner Bradford Pet April 24 Ord April 24

JONES, THOMAS JENKIN, Quarterback, Carmarthen, Boot Repairer Carmarthen Pet April 25 Ord April 25

LAWRENCE, THOMAS, Horsforth, York, Builder Leeds Pet March 28 Ord April 24

LEAKER, THOMAS ARTHUR, Swansea, Grocer Swansea Pet April 26 Ord April 26

LEWIS, JAMES, Winchester, Innkeeper Winchester Pet April 24 Ord April 24

LION, GEORGE MAYER, Cricklewood, Wholesale Clothier High Court Pet April 24 Ord April 24

LOWER, JOHN THOMAS, Coventry, Watch Motioner Coventry Pet April 25 Ord April 25

CLUBB, H E, Cheapside High Court Pet March 29 Ord April 24

COOKSEY, BENJAMIN, Stockwell, Licensed Victualler High Court Pet March 24 Ord April 24

LOWITZ, EMIL, Basinghall st, Watchmaker High Court Pet April 13 Ord April 26
MAY, HENRY T, Honor Oak-park, Surrey, Commission Agent High Court Pet March 17 Ord April 19
MILLWARD, ELIJAH, Longton, Staffs, Colliers' Loader Stoke upon Trent Pet April 25 Ord April 25
MORRIS, BENJAMIN, Llanasa, Flint, Stonemason Bangor Pet April 24 Ord April 24
MOSEY, GEORGE, Wansford, Yorks Kingston upon Hull Pet April 25 Ord April 25
NEAVERSON, EDWARD, Willesden, Builder's Manager High Court Pet April 25 Ord April 25
PAGE, FRANK, Maidenhead, Auctioneer High Court Pet March 1 Ord April 26
PASCOE, ANDREW, Newcastle on Tyne, Coal Merchant Newcastle on Tyne Pet April 12 Ord April 24
PAWSON, ALFRED POSTLETHWAITE, Kirkstall, Leeds, Butcher Leeds Pet April 24 Ord April 24
PEARCE, HENRY, Bedford pl, Russell sq High Court Pet March 24 Ord April 19
PULLIN, HENRY, Barry, Glam, Oil Merchant Cardiff Pet April 25 Ord April 25
RHUDSTEIN, JOSEPH, Leeds, Tailor Leeds Pet April 24 Ord April 24
RYCROFT, JOHN, Darlington, Greengrocer Stockton on Tees Pet April 25 Ord April 25
SINGLETON, SAMUEL, and JAMES SINGLETON, Newton Heath, Manchester, General Carriers Manchester Pet April 26 Ord April 26
SMITH, EPHRAIM C, Chorley, nr Oxford, Farmer, Banbury Pet March 23 Ord April 26
SMITH, GEORGE HOWARD, Ludlow, Salop, Butcher Leominster Pet April 24 Ord April 24
SMITH, WILLIAM HENRY, North Walsham, Norfolk, Baker Norwich Pet April 25 Ord April 25
STONE, THOMAS HOBLEY, Birmingham, Tyre Manufacturer Birmingham Pet March 29 Ord April 24
TIPPETTS, CHARLES, Leicester, Boot Factor Leicester Pet April 25 Ord April 25
TURNBULL, THOMAS LEE, sen, Sunderland, Glassmaker Sunderland Pet April 22 Ord April 22
WESTMACOTT, GEORGE FREDERICK, Newcastle on Tyne, Solicitor Newcastle on Tyne Pet April 6 Ord April 26
WILSON, WILLIAM, Stockton on Tees, Railway Inspector Stockton on Tees Pet April 24 Ord April 24
WOODINGS, DANIEL, Llanfihangelbryn pa buan, Brecon, Farmer Newtown Pet April 26 Ord April 26

Amended notice substituted for that published in the London Gazette of April 21:

SCIPEO, ARTHUR CHARLES, Holloway rd, Piano Manufacturer High Court Pet April 19 Ord April 19

FIRST MEETINGS.

ABCHER, GEORGE, Lower Clapton, Licensed Victualler May 8 at 2.30 Bankruptcy bldgs, Carey st
ATKINS, ARTHUR JAMES, Paddington, Carpenter May 5 at 11 Bankruptcy bldgs, Carey st
BARROW, DAVID, Cheltenham, Jeweller May 6 at 4.45 County Court bldgs, Cheltenham
BELL, JAMES, Forest Gate, Essex May 5 at 12 Bankruptcy bldgs, Carey st
BOWLES, ALFRED, Swansea, Wheelwright May 9 at 12 Off Rec, 31, Alexandra rd, Swansea
CLUBB, H E, Cheapside May 8 at 11 Bankruptcy bldgs, Carey st
COMPTON, CHARLIE FREDERICK, Wellingborough May 8 at 3 Off Rec, County Court bldgs, Sheep st, Northampton
COOKSEY, BENJAMIN, Stockwell, Licensed Victualler May 5 at 2.30 Bankruptcy bldgs, Carey st
DAWSON, OSWALD, Seacroft, nr Leeds May 5 at 11.30 Off Rec, 22, Park row, Leeds
DODGSON, THOMAS, Thurstonland, nr Huddersfield, Farmer May 8 at 12 Off Rec, 19, John William st, Huddersfield
ETHERINGTON, ALFRED WILLIAM, Bexhill, Sussex, House Agent May 9 at 1.45 Young & Sons, Bank bldgs, Hastings
EVANS, THOMAS JOHN, Tirdeunaw, nr Landore, Swansea, Coal Merchant May 9 at 12.30 Off Rec, 31, Alexandra rd, Swansea
GODBEER, JAMES WHITE, Tiverton May 10 at 10.30 Off Rec, 13, Bedford circs, Exeter
HINTON, CHARLES, Borough High st, Travelling Bag Manufacturer May 5 at 11 Bankruptcy bldgs, Carey st
HOLLAND, FRANK HENRY, Ryde, I W, Builder May 8 at 11 Off Rec, 19, Quay st, Newport, Isle of Wight
JACKSON, WILLIAM EDWARD, Linzard, Cheshire, Commission Agent May 17 at 12 Off Rec, 35, Victoria st, Liverpool
JENNINGS, ELIZABETH ANNIE, Cheltenham, Confectioner May 6 at 4 County Court bldgs, Cheltenham
JERSON, GEORGE HENRY, Northwood, nr Newport, I W, Wheelwright May 8 at 11.30 Off Rec, 19, Quay st, Newport, Isle of Wight
LEICH, JOSEPH, Derby, Tobacconist May 5 at 11 Off Rec, 40, St Mary's gate, Derby
LEWIS, JAMES, Winchester, Innkeeper May 6 at 11.30 Off Rec, 172, High st, Southampton
LION, GEORGE MAYER, Cricklewood, Wholesale Clothier May 5 at 12 Bankruptcy bldgs, Carey st
MADDAFORD, WALTER, jun, Okehampton, Baker May 8 at 12 Off Rec, 6, Athenæum ter, Plymouth
MANN, HUGH, Northampton May 8 at 2.30 Off Rec, County Court bldgs, Sheep st, Northampton
MARSLAND, ELLIS, Westwell, Kent, Farmer May 9 at 1 Saracen's Head Hotel, Ashford
MENHINICK, CHARLES HENRY FOOTT, Plymouth, Chemist May 8 at 11.30 Off Rec, 6, Athenæum ter, Plymouth
MERRILEES, JOHN ROBERT, Newcastle on Tyne, Painter May 8 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
MORGAN, JAMES, Roath, Cardiff, Licensed Victualler May 5 at 3 117, St Mary st, Cardiff
NEAVERSON, EDWARD, Willesden, Builder's Manager May 5 at 2.30 Bankruptcy bldgs, Carey st
PETTIT, ERNEST ALBERT, Hargrave, Suffolk, Farmer May 9 at 2 Angel Hotel, Bury St Edmunds
RHUDSTEIN, JOSEPH, Leeds, Tailor May 5 at 12.30 Off Rec, 22, Park row, Leeds
SEAL, WALTER DEAN, West Hartlepool, Ironmonger May 5 at 2.30 Royal Hotel, West Hartlepool
SNOW, GEORGE HORSWOOD, York, Hosier May 8 at 2 Off Rec, 28, Stonegate, York
SUMPTION, FRED, Bournemouth, Baker May 5 at 12.30 Off Rec, City Chmbrs, Endless st, Salisbury
WALTON, JOHN JAMES, Altrincham, Baker May 5 at 2.30 Off Rec, Byrom st, Manchester
WARDEN, BENJAMIN, Southampton, Florist May 8 at 3.15 Off Rec, 172, High st, Southampton
WEBBER, JANE, Exminster May 10 at 10.30 Off Rec, 13, Bedford circus, Exeter
WILSON, MARGARET JANE, Leeds, Dressmaker May 5 at 12 Off Rec, 22, Park row, Leeds
WITT, STEPHEN, Southampton, Builder May 8 at 3.45 Off Rec, 172, High st, Southampton

ADJUDICATIONS.

AUSTEN, H E, Camberwell, Builder High Court Pet March 11 Ord April 24
BENNION, STEPHEN, Leek, Stafford, Saddler Macclesfield Pet April 25 Ord April 25
BOTHAM, JOSIAH ELLIOTT, Brampton, Derby, Farmer Chesterfield Pet April 24 Ord April 24
BRICE, MARTHA ISABELLA, Bristol, Baker Bristol Pet April 25 Ord April 25
COOMBE, FRANCIS JOHN, Chepstow, Mon, Gardener Newport Pet April 26 Ord April 26
DAKIN, ARTHUR, Belgrave, Leicester, Baker Leicester Pet March 18 Ord April 22
DIBBS, WILLIAM SOLOMON, Charlotte st, Fitzroy sq, Licensed Victualler High Court Pet March 1 Ord April 24
DURRAD, ROBERT ALFRED, Leicester, Agent Leicester Pet April 25 Ord April 25
FARRAR, ELIJAH, Wimbish, Saffron Walden, Essex, Gamekeeper Cambridge Pet April 24 Ord April 24
GOWING, WILLIAM AUGUSTUS, Boreham Wood, Hertford, Baker Barnet Pet April 18 Ord April 22
HEAL, TOM, Pokesdown, Southampton, Builder Poole Pet April 25 Ord April 25
ISHERWOOD, GEORGE EDWARD, Cleckheaton, Joiner Bradford Pet April 24 Ord April 24
JONES, THOMAS JENKIN, Quarterback, Carmarthen, Boot Repairer Carmarthen Pet April 25 Ord April 25
LEAKER, THOMAS ARTHUR, Swansea, Grocer Swansea Pet April 26 Ord April 26
LEWIS, JAMES, Winchester, Innkeeper Winchester Pet April 24 Ord April 24
LOWER, JOHN THOMAS, Coventry, Watch Motioner Coventry Pet April 25 Ord April 25
MILLWARD, ELIJAH, Longton, Staffs, Collier's Loader Stoke upon Trent Pet April 25 Ord April 25
MOSEY, GEORGE, Wansford, York Kingston upon Hull Pet April 25 Ord April 25
NEAVERSON, EDWARD, Willesden, Builder's Manager High Court Pet April 25 Ord April 25
PAWSON, ALFRED POSTLETHWAITE, Kirkstall, Leeds, Butcher Leeds Pet April 24 Ord April 24
POLLARD, GEORGE JAMES, Bayswater, Cycle Maker High Court Pet March 30 Ord April 24
PULLIN, HENRY, Barry, Glam, Oil Merchant Cardiff Pet April 25 Ord April 25
RHUDSTEIN, JOSEPH, Leeds, Tailor Leeds Pet April 24 Ord April 24
RYCROFT, JOHN, Darlington, Greengrocer Stockton on Tees Pet April 25 Ord April 25
SINGLETON, SAMUEL, and JAMES SINGLETON, Manchester, General Carriers Manchester Pet April 26 Ord April 26
SMITH, GEORGE HOWARD, Ludlow, Salop, Butcher Leominster Pet April 24 Ord April 24
SMITH, WILLIAM HENRY, North Walsham, Norfolk, Baker Norwich Pet April 25 Ord April 25
TAYLOR, GEORGE W, Arundell st, Piccadilly Wandsworth Pet March 17 Ord Aug 8
TIPPETTS, CHARLES, Leicester, Boot Factor Leicester Pet April 25 Ord April 25
TOMPKINS, BENJAMIN, Clifton, Bristol, Schoolmaster Bristol Pet April 22 Ord April 25
TRIMBY, ELIZA, Clifton, Bristol, Lodging house Keeper Bristol Pet April 12 Ord April 26
TURNBULL, THOMAS LEE, sen, Sunderland, Glassmaker Sunderland Pet April 22 Ord April 22
WARDEN, BENJAMIN, Southampton, Florist Southampton Pet April 21 Ord April 24
WILSON, WILLIAM, Stockton on Tees, Railway Inspector Stockton on Tees Pet April 24 Ord April 24
WITT, STEPHEN, Southampton, Builder Southampton Pet April 21 Ord April 26
WOODINGS, DANIEL, Llanfihangelbryn pa buan, Brecon, Farmer Newtown Pet April 26 Ord April 26

ADJUDICATIONS ANNULLED.

SEAMARK, HARRY LESLIE WARWICK, Luton, Bedford, Baker Luton Adjud March 13, 1899 Annul April 20, 1899
UNDERWOOD, GEORGE, Wing, Leighton Buzzard, Farmer Luton Adjud Nov 28, 1895 Annul April 20, 1899
GRAHAM, ROBERT JOHNSON, North Gate, Hartlepool, Hotel Manager Sunderland Adjud April 30, 1896 Annul April 20, 1899

London Gazette.—TUESDAY, May 2.

RECEIVING ORDERS.

BANNARD, FREDERICK PAYNE, Middle Barton, Plumber Oxford Pet April 29 Ord April 29
BAXTER, ALBERT JOHN, Burton on Trent, Brewer's Labourer Burton on Trent Pet April 27 Ord April 27
BROADBENT, ALFRED, Hyde, Cheshire, Commercial Traveller Ashton under Lyne Pet April 28 Ord April 28
CLEGG, SAMUEL, Malton, Yorks, Draper Scarborough Pet April 13 Ord April 26
COLEY, CHARLES, Coven, Stafford Wolverhampton Pet April 27 Ord April 27
DAVIES, THOMAS, jun, Colwyn, Carnarvon, Grocer Bangor Pet April 29 Ord April 29
DAVIES, THOMAS FREDERICK, Liverpool, Tobacconist Wrexham Pet March 27 Ord April 27
DODGSON, THOMAS SAMUEL, Saltley, Birmingham, Grocer Birmingham Pet April 29 Ord April 29
EWALD, HENRY, Bishopsgate st Without High Court Pet April 7 Ord April 28
FAWLEY, ADIN, Hyde, Cheshire, Joiner Ashton under Lyne Pet April 28 Ord April 28
FRANCIS, THOMAS, Blackburn, Greengrocer Blackburn Pet April 27 Ord April 27
HAROLD WHARTON & Co, Liverpool, Architects High Court Pet March 25 Ord April 27
HASHIM, NAJIB ASSAM, Aldersgate st, Merchant High Court Pet April 19 Ord April 28
HOLROYD, HOWGATE, Cleckheaton, Yorks, Insurance Broker Bradford Pet April 15 Ord April 27
HURST, HENRY ROBERT, Shipley, Sussex, Farmer Brighton Pet April 29 Ord April 29
JENKINS, FREDERICK, Bristol, Haulier Bristol Pet April 27 Ord April 27
LOWRIE, WALTER JOHN, Wyre, nr Pershore, Baker Worcester Pet April 24 Ord April 24
LUCAS, ARTHUR ERNEST, Ealing Dean, Timber Merchant Brentford Pet April 26 Ord April 26
MCARDLE, VINCENT, Liverpool, Cartage Agent Liverpool Pet April 27 Ord April 27
MAYGER, LEWIS FREDERICK, Hornsey, Licensed Victualler Barnet Pet March 16 Ord April 26
MOSS, THOMAS SAMUEL, Bishopsgate st Without, Tailor High Court Pet April 21 Ord April 23
MUIRDEN, ALEXANDER, Leadenhall st, Agent High Court Pet April 14 Ord April 29
MULVANNAH, ERNEST, Halifax, Tram Conductor Halifax Pet April 27 Ord April 27
PHILLIPS, WILLIAM, Llantrissant, Glam, Grocer Pontypridd Pet April 26 Ord April 26
PLUMLEY, ELIZABETH ANN, Cardiff, Fruit Salesman Cardiff Pet April 10 Ord April 26
RICHARDS, WILLIAM, Newton Poppleford, Devons, Hawker Exeter Pet April 28 Ord April 28
ROBINSON, ALFRED SUMNER, and THOMAS ALONZA PHILLIPS, Mile End rd High Court Pet March 6 Pet April 27
ROBINSON, FREDERICK, Hinckley, Leicester, Labourer Leicester Pet April 28 Ord April 28
SCHOLFIELD, ARTHUR WILLIAM, Mexborough, York, Butcher Sheffield Pet April 27 Ord April 27
SIMESTER, THOMAS JOHN, Longton, Staffs, Baker Stoke upon Trent Pet April 15 Ord April 27
SOUTHWARD, GEORGE COWARD, Nether Wasdale, Cumberland, Farmer Whitehaven Pet April 20 Ord April 29
TEALE, ERNEST JOHN, Edgbaston, Works Manager Birmingham Pet April 7 Ord April 28
TEALE, RICHARD WILKINS, Small Heath, Warwicks, Manufacturer Birmingham Pet April 7 Ord April 28
THOMPSON, ELIZABETH ELLENOR, Forton, Gosport, Hants Portsmouth Pet April 26 Ord April 26
WATTS, CARDER, Chittlehampton, Devon, Builder Barnstaple Pet April 28 Ord April 28
WEIR, WILLIAM, Whitchurch, nr Tavistock, Licensed Victualler Plymouth Pet April 28 Ord April 28
WIGGLESWORTH, MARY, New Farnley, Leeds Leeds Pet April 27 Ord April 27
WOOD, CHARLES MALCOLM, Littlehampton, Sussex High Court Pet March 3 Ord April 27
WOOD, WALTER, Upton on Severn, Licensed Victualler Worcester Pet April 14 Ord April 29

Amended notice substituted for that published in the London Gazette of April 14:

ASKEW, ALEXANDER JOSEPH, Handsworth Commercial Traveller Birmingham Pet April 11 Ord April 11

Amended notice substituted for that published in the London Gazette of April 18:

NESBITT, JOHN, Newcastle on Tyne, Dairyman Newcastle on Tyne Pet March 30 Ord April 15

FIRST MEETINGS.

BARTON, EDWARD HARFIELD, and EDWARD HARFIELD BARTON, jun, Gracechurch st, Timber Merchants May 9 at 12 Bankruptcy bldgs, Carey st
BLISS, RALPH LEE, Norwich, Accountant May 13 at 12 Off Rec, 8, King st, Norwich
BRICE, MARTHA ISABELLA, Bristol, Baker May 10 at 1 Off Rec, Baldwin st, Bristol
BROTHERS, COLIN, Southport, Architect May 17 at 3 Off Rec, 35, Victoria st, Liverpool
BUCKHAM, WILLIAM THOMAS, Tow Law, Durham May 9 at 2.30 Off Rec, 25, John st, Sunderland
COOMBE, FRANCIS JOHN, Chepstow, Mon, Gardener May 11 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
COOPER, MARY, South Shields May 11 at 10.30 Off Rec, 30, Mosley st, Newcastle on Tyne
CRANE, EDWARD JOHN, Handsworth, Cycle Factor May 11 at 11 174, Corporation st, Birmingham
DUNKLEY, JOSEPH, Birmingham, Auctioneer May 12 at 11 174, Corporation st, Birmingham
DURRAD, ROBERT ALFRED, Leicester, Agent May at 3 Off Rec, 1, Berridge st, Leicester
EDGE, JAMES SIMEON, Sparkbrook, Birmingham, Engineer May 12 at 12 174, Corporation st, Birmingham
EVANS, JOHN W, Portskewett, Mon, Farmer May 11 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
FARRAR, ELIJAH, Wimbish, nr Saffron Walden, Essex, Gamekeeper May 10 at 10.30 Off Rec, 5, Petty Cury, Cambridge
FORSTER, WILLIAM, Gorleston, Norfolk, Furniture Broker May 13 at 1 Off Rec, 8, King st, Norwich
FRANCIS, JOHN, Penrhiwceiber, Glam, Collier May 9 at 12 135, High st, Merthyr Tydfil
GARDNER, HENRY, Willesden, Butcher May 10 at 12 Off Rec, 4, Pavilion bldgs, Brighton
GOSSAGE, EMILY, Balsall Heath, Birmingham May 10 at 11 174, Corporation st, Birmingham
GOWING, WILLIAM AUGUSTUS, Hertford, Baker May 9 at 3 Off Rec, 95, Temple chmbrs, Temple av
HASHIM, NAJIB ASSAM, Aldersgate st, Merchant May 9 at 11 Bankruptcy bldgs, Carey st
HEATH, BERTRAM, Burton on Trent, Tea Merchant May 9 at 3 Off Rec, 40, St Mary's gate, Derby
ISHERWOOD, GEORGE EDWARD, Cleckheaton, Yorks, Joiner May 9 at 11 Off Rec, 31, Manor row, Bradford
JENKINS, FREDERICK, Montpelier, Bristol, Haulier May 10 at 3 Off Rec, Baldwin st, Bristol
JONES, GRIFFITH, Llangefni, Anglesey, Coal Merchant May 12 at 1.30 Ship Hotel, Bangor
JONES, ROBERT, Portmadoc, Plumber May 19 at 10.30 Sportsman Hotel, Portmadoc

LEAKER, THOMAS ARTHUR, Swansea, Grocer May 9 at 2.15 Off Rec, 31, Alexandra rd, Swansea
LONG, THOMAS, Gloucester, Fishmonger May 9 at 3 Bell Hotel, Gloucester
LOWER, JOHN THOMAS, Coventry, Watch Motioner May 10 at 12 Off Rec, 17, Hertford st, Coventry
LOWITZ, EMIL, Basinghall st, Watchmaker May 9 at 2.30 Bankruptcy bldgs, Carey st
LOWRIE, WALTER JOHN, Wyre, nr Pershore, Baker May 10 at 11 45, Copenhagen st, Worcester
MAIDEN, MARY JANE, Walsall, Fruiterer May 11 at 11 Off Rec, Walsall
MAY, HENRY T, Honor Oak park, Commission Agent May 9 at 12 Bankruptcy bldgs, Carey st
MORRIS, BENJAMIN, Gwnant, Llanasa, Flint, Stonemason May 12 at 1 Ship Hotel, Bangor
MOYSE, ARTHUR CHARLES, Nottingham, Clerk May 9 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
MULVANNAH, ERNEST, Halifax, Tram Conductor May 13 at 11.30 Off Rec, Townhall chmbrs, Halifax
NOLAN, JAMES, Liverpool, Smallware Merchant May 10 at 12 Off Rec, 35, Victoria st, Liverpool
OAKLEY, THOMAS ROBERT, Monmouth May 11 at 11 Off Rec, Westgate chmbrs, Newport, Mon
OWEN, RICHARD, Menai Bridge, Anglesey, Builder May 12 at 12.15 Ship Hotel, Bangor
PAWSON, ALFRED POSTLETHWAITE, Kirkstall, Leeds, Butcher May 10 at 11 Off Rec, 22, Park row, Leeds
REDMAN, WILLIAM CROWTHER, Rochdale, Chartered Accountant May 9 at 11.15 Townhall, Rochdale
RICHARDS, WILLIAM, Newton Poppleford, Devons, Hawker May 10 at 10.30 Off Rec, 13, Bedford circus, Exeter
ROGERS, WILLIAM, Redcliff, Bristol, Haulier May 10 at 12.30 Off Rec, Baldwin st, Bristol
ROSE, CHARLES, Shaftesbury av, Engineer May 10 at 3 Off Rec, 95, Temple chmbrs, Temple av
SCIPEO, ARTHUR CHARLES, Holloway, Pianoforte Manufacturer May 10 at 12 Bankruptcy bldgs, Carey st
SEARLE, J T, Tufnell Park May 11 at 11 Bankruptcy bldgs, Carey st
SIMPSON, CHARLES, and JOHN CHADWICK MALTBY, Liverpool, Soap Factors May 16 at 12 Off Rec, 35, Victoria st, Liverpool
SMITH, WILLIAM HENRY, North Walsham, Norfolk, Baker May 13 at 12.30 Off Rec, 8, King st, Norwich
SPENCER, HERBERT, Frome, Somersets, Tailor May 10 at 11.45 Off Rec, Baldwin st, Bristol
THOMPSON, ELIZABETH ELLENOR, Gosport, Hants May 9 at 3 Off Rec, Cambridge junct, High st, Portsmouth
TIPPETTS, CHARLES, Leicester, Boot Factor May 9 at 12.30 Off Rec, 1, Berridge st, Leicester
TOMKINS, BENJAMIN, Clifton, Bristol, Schoolmaster May 10 at 12 Off Rec, Baldwin st, Bristol
TURNBULL, THOMAS LEE, sen, Sunderland, Glassmaker May 9 at 3 Off Rec, 25, John st, Sunderland
WARD, WILLIAM, Forest Gate, Essex, Journalist May 11 at 2.30 Bankruptcy bldgs, Carey st
WEBSTER, DAVID, Coleford, Gloucester, Quarry Foreman May 11 at 12 Off Rec, Westgate chmbrs, Newport, Mon
WIGGLESWORTH, MARY, New Farnley, Leeds May 10 at 12 Off Rec, 22, Park row, Leeds
WOODINGS, DANIEL, Llanfihangelbryn pa buan, Brecon, Farmer May 15 at 11 1, High st, Newtown
WOOLFORD, JAMES, Maida Vale, Company Promoter May 10 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ARCHER, GEORGE EDWARD, Lower Clapton, Licensed Victualler High Court Pet March 6 Ord April 28
BAXTER, ALBERT JOHN, Burton on Trent, Brewer's Labourer Burton on Trent Pet April 2 Ord April 27
BEBE, GEORGE JEFFREY, Eastcheap, Scotch Whisky Blender High Court Pet March 22 Ord April 27
BLISS, RALPH LEE, Norwich, Accountant Norwich Pet April 25 Ord April 28
BROADBENT, ALFRED, Hyde, Cheshire, Commercial Traveller Ashton under Lyne Pet April 28 Ord April 28
CHARLES, WILLIAM ARTHUR, Leicester, Electrical Engineer High Court Pet March 16 Ord April 25
COLEY, CHARLES, Coven, Stafford Wolverhampton Pet April 27 Ord April 27
DAVIES, THOMAS, jun, Colwyn, Carnarvon, Grocer Bangor Pet April 29 Ord April 29
EDGE, JAMES SIMEON, Sparkbrook, Birmingham, Engineer Birmingham Pet April 18 Ord April 29
EVANS, JOHN W, Leechpool Farm, nr Portskewett, Mon, Farmer Newport, Mon Pet March 30 Ord April 29
FAWLEY, ADIN, Hyde, Cheshire, Joiner Ashton under Lyne Pet April 28 Ord April 28
FRANCIS, THOMAS, Blackburn, Greengrocer Blackburn Pet April 27 Ord April 27
HARRISON, THOMAS, Northwich, Ropemaker Nantwich Pet April 19 Ord April 28
JENKINS, FREDERICK, Bristol, Haulier Bristol Pet April 27 Ord April 27
KENDRICK, GEORGE DUNCAN, and EDWARD EVERARD PRESTON, Leicester, Cycle Tyre Manufacturers Leicester Pet March 29 Ord April 29
LOWRIE, WALTER JOHN, Wyre, nr Pershore, Baker Worcester Pet April 24 Ord April 24
MATHAMS, ALBERT, Coldharbour ln, Brixton, Licensed Victualler High Court Pet March 22 Ord April 28
MULVANNAH, ERNEST, Halifax, Tram Conductor Halifax Pet April 27 Ord April 27

Continued on next page.

OAKLEY, THOMAS ROBERT, Monmouth Newport, Mon Pet March 6 Ord April 29
OWEN, RICHARD, Menai Bridge, Anglesey, Builder Bangor Pet April 20 Ord April 28
PELLEW, GORDON H L, Alverstoke, Hants Portsmouth Pet June 27 Ord April 20
PASCOE, ANDREW, Newcastle on Tyne, Coal Merchant Newcastle on Tyne Pet April 12 Ord April 27
PHILLIPS, WILLIAM, Llantrissant, Glam, Grocer Pontypridd Pet April 26 Ord April 26
PLUMMER, WILLIAM, Paternoster row, Publisher High Court Pet March 25 Ord April 25
REDMAN, WILLIAM CROWTHER, Rochdale, Chartered Accountant Rochdale Pet April 6 Ord April 28
RICHARDS, WILLIAM, Newton Poppleford, Devon, Hawker Exeter Pet April 28 Ord April 28
SCHOLFIELD, ARTHUR WILLIAM, Mexborough, York, Butcher Sheffield Pet April 27 Ord April 27
THOMPSON, ELIZABETH ELLENOR, Forton, Gosport Portsmouth Pet April 26 Ord April 26
WALL, FREDERICK RICHARD, Kilburn, Tailor High Court Pet April 5 Ord April 28
WATTS, CARDER, Chittlehampton, Devon, Builder Barnstaple Pet April 28 Ord April 28
WEIR, WILLIAM, Whitchurch, nr Tavistock, Licensed Victualler Plymouth Pet April 28 Ord April 28
WESTMACOTT, GEORGE FREDERICK, King William st, Solicitor High Court Pet March 22 Ord April 28
WIGGLESWORTH, MARY, New Farnley, Leeds Leeds Pet April 27 Ord April 27
Amended notice substituted for that published in the London Gazette of April 25:
NESBITT, JOHN, Newcastle on Tyne, Dairyman Newcastle on Tyne Pet March 30 Ord April 20